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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

(a) This is an Indefinite Delivery Indefinite Quantity (IDIQ) contract with CLINS (Cost-Plus-Fixed-Fee (CPFF), Firm Fixed Price (FFP), and Cost-Plus-Incentive Fee (CPIF)). Tasks under either SpE or SpS that can be well defined at task order award will be issued as Firm Fixed Price, tasks that contain more uncertainties in contract performance that do not permit costs to be estimated with sufficient accuracy will be issued as Cost Reimbursement task orders. CPIF task orders will be issued when an incentive is needed to control cost or schedule to achieve challenging technical goals. The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specifications/Work Statement set forth in Section C. Only clauses and paragraphs identified by the Government as either SpE or SpS will be included in the contract award for the respective requirement. Offerors are not allowed to submit proposals for both efforts, reference the clause in section H.6, Organizational Conflicts of Interest, and Limitation of Future Contracting. Alternative proposals will not be considered by the Government.

Space Enablers (SpE)

This is a single award Indefinite Delivery Indefinite Quantity (IDIQ), Cost Plus Fixed Fee (CPFF) and Firm Fixed Price (FFP) contract. The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the work in accordance with the Description/Specifications/Statement of Work set forth in Section C and as identified under individual task orders.

(The following items are for solicitation purposes only and will be incorporated into the corresponding task order, not included basic contract.)

SpE Task Order	1 – RRSW Facilit	/ Operation and N	lission Readiness
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CLIN	Description	Ref.	Туре	Qty	Unit	Estimated Cost	Fixed Fee	Total
001	RRSW Phase-in Period	J.1(a) Att. 13	CPFF	1	JOB	Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in
002	RRSW Base Period	J.1(a) Att. 13	CPFF	1	JOB	Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in
003	RRSW Option Period 1	J.1(a) Att. 13	CPFF	1	JOB	Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in
004	RRSW Option Period 2	J.1(a) Att. 13	CPFF	1	JOB	Offeror to Fill-in	Offeror to Fill-in	Offeror to Fill-in

Space Solutions (SpS)

This is a multiple award Indefinite Delivery Indefinite Quantity (IDIQ), Cost Plus Fixed Fee (CPFF), Cost Plus Incentive Fee (CPIF), and Firm Fixed Price (FFP) contract. The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the work in accordance with the Description/Specification/ Work Statement set forth in Section C and as identified under individual task orders.

(The following items are for solicitation purposes only and will be incorporated into the corresponding task order, not included basic contract.)

SpS Task Order 1 – Tactical Persistence Development

CLIN	Description	Ref.	Туре	Qty	Unit	Firm-Fixed-Price	Total
001	Tactical Persistence Development	J.1(a) Att. 16	FFP	1	JOB	Offeror to <u>Fill-in</u>	Offeror to Fill-in

SpS Task Order 2 – Cloud Characterization Satellite (Cesate)

CLIN	Description	Ref.	Туре	Qty	Unit	Firm-Fixed-Price	Total
001	Space Vehicle Bus and Payload	J.1(a) Att. 17	FFP	1	EA	Offeror to Fill-in	Offeror to Fill-in
002	Launch Vehicle Integration	J.1(a) Att. 17	FFP	1	JOB	Offeror to Fill-in	Offeror to Fill-in
003	Option: Space Vehicle Bus and Payload	J.1(a) Att. 17	FFP	1	EA	Offeror to Fill-in	Offeror to Fill-in
004	Option: Launch Vehicle Integration	J.1(a) Att. 17	FFP	1	JOB	Offeror to Fill-in	Offeror to Fill-in
005	Option: Storage and Maintenance	J.1(a) Att. 17	FFP	1	JOB	Offeror to Fill-in	Offeror to Fill-in

B.2 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is as follows:

Contract	Contract Type	Minimum Order Amount Per Contract
SpE	CPFF and FFP	\$250K
SpS	CPFF, CPIF, and FFP	\$100K

The maximum value of supplies or services that may be ordered during the effective period of these contracts is \$750,000,000 for all task orders issued under SpE and SpS combined. All orders placed under these contracts will be applied to the minimum and maximum specified in this paragraph.

- (b) The minimum total amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount stated in paragraph (a).
- (c) The maximum total amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount stated in paragraph (a). For Cost Plus Incentive Fee, the value of the task order will be based on the target cost and the maximum incentive fee (including performance incentives) to be adjusted later by a formula based on the relationship of the total allowable costs to total target costs and schedule.
- (d) The maximum total amount, if reached, precludes the issuance of further orders for supplies or services under this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.
- (e) The maximum amount of \$750,000,000 may be adjusted unilaterally by the Government on an annual basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 10% of the original \$750,000,000 maximum amount.

(End of Clause)

B.3 NFS 1852.216-74 **ESTIMATED COST AND FIXED FEE. (DEC 1991)**

(Applicable to CPFF task orders issued under SpS and SpE)

The estimated cost of this contract is \$\frac{TBD}{}\text{ exclusive of the fixed fee of \$\frac{TBD}{}\text{.}}\$. The total estimated cost and fixed fee is \$\frac{TBD}{}\text{.}}

(End of Clause)

B.4 NFS 1852.216-78 FIRM FIXED PRICE. (DEC 1988)

(Applicable to FFP task orders issued under SpS and SpE)

The total firm fixed price of this contract is \$TBD.

B.5 NFS 1852.216-84 ESTIMATED COST AND INCENTIVE FEE. (OCT 1996)

(Applicable to CPIF task orders issued under SpS)

The target cost of this contract is \$\frac{TBD}{}\$. The target fee of this contract is \$\frac{TBD}{}\$. The total target cost and target fee as contemplated by the Incentive Fee clause of this contract are \$\frac{TBD}{}\$.

The maximum fee is \$TBD.

The minimum fee is \$TBD.

The cost sharing for cost underruns is:

Government **TBD** percent Contractor **TBD** percent.

The cost sharing for cost overruns is:

Government **TBD** percent Contractor **TBD** percent.

(End of Clause)

B.6 NFS 1852.216-88 PERFORMANCE INCENTIVE. (APR 2015)

(Applicable to CPIF task orders issued under SpS)

(a) A performance incentive applies to the following item(s) under this contract: [To be cited on each applicable task order].

The performance incentive will measure the performance of those items against the salient performance requirement, called "unit(s) of measurement," e.g., months in service or amount of data transmitted, identified below. The performance incentive becomes effective when the item is put into service. It includes a standard performance level, a positive incentive, and a negative incentive, which are described in this clause.

- (b) Standard performance level. At the standard performance level, the Contractor has met the contract requirement for the unit of measurement. Neither positive nor negative incentives apply when this level is achieved but not exceeded. The standard performance level for (1) is established as follows: [TBD].
- (c) Positive incentive. The Contractor earns a separate positive incentive amount for each item listed in paragraph (a) of this clause when the standard performance level for that item is exceeded. The amount earned for each item varies with the units of measurement achieved, up to a maximum positive performance incentive amount of \$[TBD] per item. The units of measurement and the incentive amounts associated with achieving each unit are shown below: [TBD].
- (d) Negative incentive. The Contractor will pay to the Government a negative incentive amount for each item that fails to achieve the standard performance level. The amount to be paid for each item varies with the units of measurement achieved, up to the maximum negative incentive amount of \$[TBD]. The units of measurement and the incentive amounts associated with achieving each unit are shown below: [TBD].
- (e) The final calculation of positive or negative performance incentive amounts shall be done when performance (as defined by the unit of measurement) ceases or when the maximum positive incentive is reached.

(1) When the Contracting Officer determines that the performance level achieved fell below the standard performance level, the Contractor will either pay the amount due the Government or credit the next payment voucher for the amount due, as directed by the Contracting Officer.

- (2) When the performance level exceeds the standard level, the Contractor may request payment of the incentive amount associated with a given level of performance, provided that such payments shall not be more frequent than monthly. When performance ceases or the maximum positive incentive is reached, the Government shall calculate the final performance incentive earned and unpaid and promptly remit it to the contractor.
- (f) If performance cannot be demonstrated, through no fault of the Contractor, within [insert number of months or years TBD] after the date of acceptance by the Government, the Contractor will be paid [insert percentage TBD] of the maximum performance incentive.
- (g) The decisions made as to the amount(s) of positive or negative incentives are subject to the Disputes clause.
 - (1) Insert applicable item number(s) descriptor and/or nomenclature. [TBD]
 - (2) Insert a specific unit of measurement for each hardware item listed in (1) and each salient characteristic, if more than one. [TBD]
 - (3) Insert the maximum positive performance incentive amount (see 1816.402-270(e) (1) and (2)). [TBD]
 - (4) Insert all units of measurement and associated dollar amounts up to the maximum performance incentive. [TBD]
 - (5) Insert the appropriate amount in accordance with 1816.402-270(e). [TBD]
 - (6) Insert all units of measurement and associated dollar amounts up to the maximum negative performance incentive. [TBD]

(End of Clause)

B.7 NFS 1852.232-81 CONTRACT FUNDING. (JUN 1990)

(Applicable to Cost Reimbursement task orders under SpE and SpS)

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$TBD. This allotment is for [to be cited on each applicable task order] and covers the following estimated period of performance: TBD.
 - (b) An additional amount of \$TBD is obligated under this contract for payment of fee.

SUMMARY OF CONTRACT FUNDING	FROM	BY	ТО
Cost	\$TBD	\$TBD	\$TBD
Fixed/Incentive Fee	\$TBD	\$TBD	\$TBD
Total Cost Plus Fixed/Incentive Fee	\$TBD	\$TBD	\$TBD

B.8 ESTIMATED COST INCREASES

(Applicable to CPFF task orders issued under SpE and SpS)

(a) The scope of the task, and any deliverables thereunder, shall be defined in sufficient detail for the Government and the contractor to distinguish between changes in scope and overrun. In the event the contractor is unable to complete the task within the hours set forth in the task order, additional hours under the task shall be considered non-fee bearing, unless the CO modifies the task to recognize additional or revised requirements.

- (b) A proposal is required to support a request for an increase in the estimated cost of the contract or the task order. The proposal should be submitted as soon as possible after the above notification but no later than 60 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.
- (c) (1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

Incurred costs to date
Projected cost to completion
Total cost at completion
Current negotiated estimated cost
Requested increase in estimated cost

- (2) The "projected cost to completion" shall consist of the following "cost or pricing data" unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:
- (i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.
- (ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of Clause)

[End of Section]

SECTION C - DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

C.1 SCOPE OF WORK

Space Enablers (SpE)

The attached Statements of Work (SOWs) define the requirements the contractor will employ to rapidly deploy spacecraft/space vehicles to provide capabilities in support of demonstration and operational missions. This effort will require providing engineering, logistics, Information Technology, technical, security, and management to deliver hardware, integrated systems, and solutions that support demonstrations, exercises, and real world operations.

- (a) In accordance with the contract's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials, and facilities and do all other things necessary for, or incidental to, performance of the requirements set forth herein.
- (b) Work shall be accomplished in accordance with the Statement of Work, entitled "Space Enablers (SpE) Basic SOW" in section J, paragraph J.1(a), attachment 1 and as identified under individual task orders.

(The following items are for solicitation purposes only and will be incorporated into the corresponding task order, not included basic contract.)

SpE Task Order 1 – RRSW Facility Operation and Mission Readiness:

- (a) In accordance with the contract's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials, and facilities and do all other things necessary for, or incidental to, performance of the requirements set forth herein.
- (b) Work shall be accomplished in accordance with the Statement of Work, entitled "RRSW Facility Operation and Mission Readiness" in section J, paragraph J.1(a), attachment 13.

Space Solutions (SpS)

The attached Statement of Work (SOW) describes the technical and programmatic tasks to manage and execute the development of spacecraft, payloads, buses, spacecraft subsystems, software, components, and ground systems; support the deployment of the spacecraft; and support mission operations based on technical, schedule, and cost requirements defined in each specific task order.

- (a) In accordance with the contract's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials, and facilities and do all other things necessary for, or incidental to, performance of the requirements set forth herein.
- (b) Work shall be accomplished in accordance with the Statement of Works, entitled "Space Solutions (SpS) Basic SOW", in section J, paragraph J.1(a), attachment 2 and as identified under individual task orders.

(The following items are for solicitation purposes only and will be incorporated into the corresponding task order, not included basic contract.)

SpS Task Order 1 – Tactical Persistence Development

- (a) In accordance with the contract's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials, and facilities and do all other things necessary for, or incidental to, performance of the requirements set forth herein.
- (b) Work shall be accomplished in accordance with the Statement of Work, entitled "<u>Tactical</u> Persistence Development" in section J, paragraph J.1(a), attachment 16.

SpS Task Order 2 - Cloud Characterization Satellite (CCSat)

- (a) In accordance with the contract's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials, and facilities and do all other things necessary for, or incidental to, performance of the requirements set forth herein.
- (b) Work shall be accomplished in accordance with the Statement of Work, entitled "Cloud Characterization Satellite (CCsat)" in section J, paragraph J.1(a), attachment 17.

(End of Clause)

[End of Section]

SECTION D - PACKAGING AND MARKING

D.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

FAR website: http://acquisition.gov/far/index.html

NFS website: http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

DFARS website: http://farsite.hill.af.mil/vfdfara.htm
AFFARS website: http://farsite.hill.af.mil/vfdfara.htm

I. FEDERAL	ACQUISIT	ION REGULATIO	N (48 CFR CHAP	TER 1)		
CLAUSE NO.	DATE	TITLE				
None included by	y reference					
II NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)						

II.	NASA FAR	SUPPLEME	=N I (4)	8 CFR (HAPI	EK 18	

CLAUSE NO.	DATE	TITLE
1852.211-70	SEP 2005	PACKAGING, HANDLING, AND TRANSPORTATION

III. DEFENSE FAR SUPPLEMENT (48 CFR CHAPTER 2)

CLAUSE NO.	DATE	TITLE		
None included by				

IV. AIR FORCE FAR SUPPLEMENT (48 CFR CHAPTER 53)

CLAUSE NO.	DATE	TITLE		
None included by	reference			

(End of Clause)

D.2 DFARS 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause—

- (1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or
- (2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.
- "Data matrix" means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and

[&]quot;Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

[&]quot;Concatenated unique item identifier" means—

Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

"DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

"DoD item unique identification" means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

"Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.

"Government's unit acquisition cost" means—

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

"Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

"Issuing agency code" means a code that designates the registration (or controlling) authority for the enterprise identifier.

"Item" means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

"Lot or batch number" means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

"Machine-readable" means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

"Original part number" means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

"Parent item" means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

"Serial number within the enterprise identifier" means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

"Serial number within the part, lot, or batch number" means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

"Serialization within the enterprise identifier" means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

"Serialization within the part, lot, or batch number" means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

"Type designation" means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

"Unique item identifier" means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

"Unique item identifier type" means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii types.html.

- (b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.
- (c) Unique item identifier.
- (1) The Contractor shall provide a unique item identifier for the following:
- (i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

None – unless specified on any applicable task order.

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract Line, Subline, or

Exhibit Line Item Number Item Description

None – unless specified on any applicable task order.

(If items are identified in the Schedule, insert "See Schedule" in this table.)

- (iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in each applicable task order.
- (iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in each applicable task order.
- (v) Any item not included in (i), (ii), (iii), or (iv) for which the contractor creates and marks a unique item identifier for traceability.
- (2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.
- (3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology International symbology specification Data matrix; ECC200 data matrix specification.
- (4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that—
- (i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:
- (A) Application Identifiers (Als) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
- (B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.
- (C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and
- (ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology Transfer Syntax for High Capacity Automatic Data Capture Media.
- (5) Unique item identifier.

- (i) The Contractor shall—
- (A) Determine whether to—
- (1) Serialize within the enterprise identifier;
- (2) Serialize within the part, lot, or batch number; or
- (3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and
- (B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;
- (C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and
- (D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.
- (ii) The issuing agency code—
- (A) Shall not be placed on the item; and
- (B) Shall be derived from the data qualifier for the enterprise identifier.
- (d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:
- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).

- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.
- (12) Type designation of the item as specified in the contract schedule, if any.
- (13) Whether the item is an item of Special Tooling or Special Test Equipment.
- (14) Whether the item is covered by a warranty.
- (e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:
- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item

identifier is used).**

- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.
- ** Once per item.
- (f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:
- (1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at http://dodprocurementtoolbox.com/site/uidregistry/.
- (2) Embedded items shall be reported by one of the following methods—

- (i) Use of the embedded items capability in WAWF;
- (ii) Direct data submission to the IUID Registry following the procedures and formats at http://dodprocurementtoolbox.com/site/uidregistry/; or
- (iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ____, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.
- (g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of Clause)

[End of Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

FAR website: http://acquisition.gov/far/index.html

NFS website: http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

DFARS website: http://farsite.hill.af.mil/vfdfara.htm
AFFARS website: http://farsite.hill.af.mil/vfdfara.htm

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE
52.246-2	AUG 1996	INSPECTION OF SUPPLIES - FIXED-PRICE
52.246-3	MAY 2001	INSPECTION OF SUPPLIES - COST- REIMBURSEMENT
52.246-4	AUG 1996	INSPECTION OF SERVICES – FIXED-PRICE
52.246-5	APR 1984	INSPECTION OF SERVICES - COST -REIMBURSEMENT
52.246-7	AUG 1996	INSPECTION OF RESEARCH AND DEVELOPMENT - FIXED-PRICE
52.246-8	MAY 2001	INSPECTION OF RESEARCH AND DEVELOPMENT
		COST-REIMBURSEMENT
52.246-11	DEC 2014	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENTS;
		Insert in paragraph (a), "To be cited on each applicable task order."
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

11. 14/10/11/11	(O O I I E		OI I C	.,	/	
CLAUSE NO.	DATE	TITLE				
None included by reference						

III. DEFENSE FAR SUPPLEMENT (48 CFR CHAPTER 2)

CLAUSE NO.	DATE	TITLE	,	,		
None included by	y reference					

IV. AIR FORCE FAR SUPPLEMENT (48 CFR CHAPTER 53)

CLAUSE NO.	DATE	TITLE	
None included by	reference		

E.2 NFS 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT (APR 2015)

(a) At the time of each delivery to the Government under this contract, the Contractor shall prepare and furnish a Material Inspection and Receiving Report (DD Form 250 series). The forms shall be prepared and distributed as follows: [To be cited on each applicable task order]

- (b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.
- (c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of Clause)

[End of Section]

SECTION F - DELIVERIES AND PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

FAR website: http://acquisition.gov/far/index.html

NFS website: http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

DFARS website: http://farsite.hill.af.mil/vfdfara.htm
AFFARS website: http://farsite.hill.af.mil/vfdfara.htm

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER; ALTERNATE I (APR 1984)
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.247-34	NOV 1991	F.O.B. DESTINATION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NO.	DATE	TITLE	
None included b	y reference)	

III. DEFENSE FAR SUPPLEMENT (48 CFR CHAPTER 2)

III. DEI EINOI	_ 1 / (1 < 001	1 FFINEIAI (-		1 = 1 \ 2 /			
CLAUSE NO.	DATE	TITLE					
None included by reference							

IV. AIR FORCE FAR SUPPLEMENT (48 CFR CHAPTER 53)

CLAUSE NO. DATE	TITLE	
None included by reference		

F.2 PERIOD OF PERFORMANCE

Space Enablers (SpE)

The performance period for issuing task orders under this contract is set forth below. Each individual task order will include its own period of performance.

(a) Basic Contract Period

The period of performance of the basic contract shall be for five (5) years from the effective date of the contract.

(b) Each individual task order will include its own period of performance. Performance of orders placed within the ordering period may extend for up to one year past the end of the contract's effective period if the Contracting Officer determines that performance of the order cannot reasonably be deferred to any planned follow-on contract.

(The following items are for solicitation purposes only and will be incorporated into the corresponding task order, not included basic contract.)

SpE Task Order 1 – RRSW Facility Operation and Mission Readiness:

(a) Phase-in Period

The period of performance of the phase-in period shall be for sixty (60) days from the effective date of the task order.

(b) Base Period

The period of performance of the base period shall be for one (1) year and ten (10) months from the end of the phase-in period.

(c) Option Period 1

If exercised, the period of performance of option period 1 shall be two (2) years from the end of the base period.

(d) Option Period 2

The period of performance of option period 2 shall be for one (1) year from the end of option period 1.

Space Solutions (SpS)

The performance period for issuing task orders under this contract is set forth below. Each individual task order will include its own period of performance.

(a) Basic Contract Period

The period of performance of the basic contract shall be for five (5) years from the effective date of the contract.

(b) Each individual task order will include its own period of performance. Performance of orders placed within the ordering period may extend for up to one year past the end of the contract's effective period if the Contracting Officer determines that performance of the order cannot reasonably be deferred to any planned follow-on contract.

(The following items are for solicitation purposes only and will be incorporated into the corresponding task order, not included basic contract.)

SpS Task Order 1 – Tactical Persistence Development

(e) The task order period of performance shall be for four (4) months from the effective date of the task order.

SpS Task Order 2 – CCSat:

(a) Space Vehicle Bus and Payload (CLIN 001)

The period of performance of CLIN 002 shall be for two (2) years from the effective date of the task order.

(b) Launch Vehicle Integration (CLIN 002)

The period of performance of CLIN 002 shall be for one (1) year from the acceptance of the last deliverable on CLIN 001.

- (c) Option for additional quantities: Space Vehicle Bus and Payload (CLIN 003)
 - If exercised, the period of performance of CLIN 003 shall be for two (2) years from the effective date of the exercised option.
- (d) Option for additional quantities: Launch Vehicle Integration (CLIN 004)

 If exercised, the period of performance of CLIN 004 shall be for one (1) year from the

effective date of the exercised option.

(e) Option: Storage and Maintenance (CLIN 005)

If exercised, the period of performance of CLIN 005 shall be for six (6) months from the effective date of the exercised option.

(End of Clause)

F.3 PLACE OF PERFORMANCE - SERVICES (MAR 2016)

(Applicable to SpE)

The Contractor shall perform the work under this contract at Kirtland Air Force Base, Albuquerque, New Mexico and at other locations as cited in each individual task order or as directed in writing by the Contracting Officer.

F.4 DELIVERY SCHEDULE

(a) The Contractor shall deliver the supplies and services as required by this contract and the individual task orders.

(b) Unless specified otherwise, all items shall be delivered to:

Kirtland Air Force Base Contract "TBD" Albuquerque, New Mexico 87117-5776 Attn: [TBD]

(c) Unless otherwise specified, all reports and documentation shall be submitted and addressed to the recipients listed in section J, paragraph J.1(a), attachment 3, "Contract Data Requirements List." Reports specific to task orders will be specified in the individual task order.

(End of Clause)

F.5 ARC 52.249-90 NOTICE OF DELAY (FEB 1997)

If, because of technical difficulties, the Contractor becomes unable to complete the contract work at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing the work called for under this contract, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than 45 days before the completion date specified in this contract, unless otherwise permitted by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the schedule for such period as is deemed advisable.

(End of Clause)

[End of Section]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

FAR website: http://acquisition.gov/far/index.html

NFS website: http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

DFARS website: http://farsite.hill.af.mil/vfdfara.htm
AFFARS website: http://farsite.hill.af.mil/vfdfara.htm

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE	DATE	TITLE
NO.		
52.204-19	DEC 2014	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND
		CERTIFICATIONS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

11. 147 (07 (. ,	EMENT (10 OF IT OF IT 12)
CLAUSE NO.	DATE	TITLE
1852.216-75	DEC 1988	PAYMENT OF FIXED FEE
1852.227-70	APR 2015	NEW TECHNOLOGY – OTHER THAN A SMALL BUSINESS FIRM OR NONPROFIT ORGANIZATION
1852.227-72	APR 2015	DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE
1852.227-86	APR 2015	COMMERCIAL COMPUTER SOFTWARE – LICENSING
1852.242-71	DEC 1988	TRAVEL OUTSIDE OF THE UNITED STATES
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-70	AUG 2015	CONTRACTOR REQUESTS FOR GOVERNMENT FURNISHED PROPERTY
1852.245-75	JAN 2011	PROPERTY MANAGEMENT CHANGES
1852.245-78	AUG 2015	PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY

III. DEFENSE FAR SUPPLEMENT (48 CFR CHAPTER 2)

CLAUSE NO.	DATE	TITLE
252.235-7003	MAR 2014	FREQUENCY AURTHORIZATION – ALTERNATE I

IV. AIR FORCE FAR SUPPLEMENT (48 CFR CHAPTER 53)

	,		
CLAUSE NO. DATE	TITLE		
None included by reference			

G.2 NFS 1852.232-80 SUBMISSION OF VOUCHERS FOR PAYMENT (SEP 2016)

(Applicable to Cost Reimbursement task orders issued under SpE and SpS)

- (a) The designated payment office is the NASA Shared Services Center (NSSC) located at FMD Accounts Payable, Bldg. 1111, Jerry Hlass Road, Stennis Space Center, MS 39529.
- (b) Except for classified vouchers, the Contractor shall submit all vouchers electronically using the steps described at NSSC's Vendor Payment information web site at: https://www.nssc.nasa.gov/vendorpayment. Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.
- (c) Payment requests.
- (1) The payment periods designated in the payment clause(s) contained in this contract will begin on the date a proper request for payment is received by the NSSC payment office specified in paragraph (b) of this section. Vouchers shall be prepared in accordance with the guidance provided by the NSSC at the following website: https://answers.nssc.nasa.gov/app/answers/detail/a_id/6643.
- (2) Vouchers shall include the items delineated in FAR 32.905(b) supported by relevant back-up documentation. Back-up documentation shall include at a minimum, the following information:
- (i) Breakdown of billed labor costs and associated contractor generated supporting Documentation for billed direct labor costs to include rates used and number of hours incurred.
- (ii) Breakdown of billed other direct costs (ODCs) and associated contractor generated Supporting documentation for billed ODCs.
- (iii) Indirect rate(s) used to calculate the amount of billed indirect expenses.
- (d) Non-electronic payment. The Contractor may submit a voucher using other than the steps described at NSSC's Vendor Payment information through any of the means described at https://www.nssc.nasa.gov/vendorpayment, if any of the following conditions are met:
- (1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment when the Governmentwide commercial purchase card is used as the method of payment.
- (2) The contract includes provisions allowing the contractor to submit vouchers using other than the steps prescribed at NSSC's Vender Payment information website. In such instances the Contractor agrees to submit non-electronic payment requests using the method or methods specified in Section G of the contract.
- (e) Improper vouchers. The NSSC Payment Office will notify the contractor of any apparent error, defect, or impropriety in a voucher within seven calendar days of receipt by the NSSC Payment Office. Inquiries regarding requests for payment should be directed to the NSSC as specified in paragraph (b) of this section.
- (f) Other payment clauses. In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.
- (g) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate payment request for the amount withheld will be required before payment for that amount may be made.

G.3 ARC 52.232-90 SUBMISSION OF INVOICES (FEB 2017)

(Applicable to FFP task orders issued under SpE and SpS)

(a) Invoices shall be prepared and submitted to the designated billing and payment office noted below in accordance with FAR 52.232-25 Alternate I, Prompt Payment clause:

NSSC – FMD Accounts Payable Bldg. 1111, Jerry Hlass Road Stennis Space Center, MS 39529

Invoices shall include the Contractor's Taxpayer Identification Number (TIN). Electronic submission is preferred, via email NSSC-AccountsPayable@nasa.gov or fax 866-209-5415. A copy of the invoice shall be provided to the Contracting Officer.

- (b) In the event that amounts are withheld from payment in accordance with the New Technology clause or other provisions of this contract, a separate invoice for the amount withheld shall be required before payment of that amount is made.
- (c) This Contract ⊠ does □ does not provide for partial payments. If applicable, payments will be made in accordance with the following schedule: (To be cited on each applicable task order).

Payment will be made for separately priced items which have been received and accepted by NASA, and upon receipt of a payable invoice submitted in accordance with this clause.

(End of Clause)

G.4 NFS 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (JAN 2011)

For performance of work under this contract, the Government will make available Government property identified in each applicable task order on a no charge-for-use basis pursuant to the clause at <u>FAR 52.245–1</u>, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at Kirtland Air Force Base, Albuquerque, New Mexico, and at other location(s) as may be approved by the Contracting Officer. Under <u>FAR 52.245–1</u>, the Contractor is accountable for the identified property.

(End of Clause)

[End of Section]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

FAR website: http://acquisition.gov/far/index.html

NFS website: http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

DFARS website: http://farsite.hill.af.mil/vfdfara.htm
AFFARS website: http://farsite.hill.af.mil/vfdfara.htm

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE	
52.234-4	NOV 2016	EARNED VALUE MANAGEMENT SYSTEM	

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NO.	DATE	TITLE
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATING.
1852.223-70	DEC 2015	SAFETY AND HEALTH MEASURES AND MISHAP REPORTING
1852.223-72	JUL 2015	SAFETY AND HEALTH (SHORT FORM)
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.228-78	OCT 2012	CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE
		EXPLORATION ACTIVITIES UNRELATED TO INTERNATIONAL SPACE
		STATION
1852.235-73	DEC 2006	FINAL SCIENTIFIC AND TECHNICAL REPORTS
1852.244-70	APR 1985	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM

III. DEFENSE FAR SUPPLEMENT (48 CFR CHAPTER 2)

CLAUSE NO.	DATE TITLE		
None included by reference			

IV. AIR FORCE FAR SUPPLEMENT (48 CFR CHAPTER 53)

CLAUSE NO.	DATE	TITLE
5352.223-9003	NOV 2012	HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS

H.2 NFS 1852.225-70 EXPORT LICENSES (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at Kirtland AFB, New Mexico, where the foreign person will have access to export-controlled technical data or software.
- (c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of Clause)

H.3 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989) (Applicable to incrementally funded FFP task orders issued under SpE and SpS)

(a) Of the total price of items to be cited on each applicable task order, the sum of \$TBD is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS			
Date	Amounts		
TBD TBD			

- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.
- (c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until __TBD__.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

- (3)(i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
- (ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
- (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.
- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.
- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

H.4 NFS 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

[List here the personnel and/or facilities considered essential, unless they are specified in the contract Schedule.]

Key Personnel (Name and Title)	Facilities (Name and Address)		
	(End of Clause)		

H.5 NFS 1852.235-74 ADDITIONAL REPORTS OF WORK -- RESEARCH AND DEVELOPMENT (FEB 2003)

(To be included on each applicable task order issued under SpE and SpS)

In addition to the final report required under this contract, the Contractor shall submit the following report(s) to the Contracting Officer, as cited in each applicable task order:

- (a) *Monthly progress reports*. The Contractor shall submit separate monthly reports of all work accomplished during each month of contract performance. Reports shall be in narrative form, brief, and informal. They shall include a quantitative description of progress, an indication of any current problems that may impede performance, proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period.
- (b) Quarterly progress reports. The Contractor shall submit separate quarterly reports of all work accomplished during each three-month period of contract performance. In addition to factual data, these reports should include a separate analysis section interpreting the results obtained, recommending further action, and relating occurrences to the ultimate objectives of the contract. Sufficient diagrams, sketches, curves, photographs, and drawings should be included to convey the intended meaning.
- (c) Submission dates. Monthly and quarterly reports shall be submitted by the 15th day of the month following the month or quarter being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. No monthly report need be submitted for the third month of contract effort for which a quarterly report is required. No quarterly report need be submitted for the final three months of contract effort since that period will be covered in the final report. The final report shall be submitted within $\underline{\bf 5}$ days after the completion of the effort under the contract.

(End of Clause)

H.6 ARC 52.209-99 ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION OF FUTURE CONTRACTING (JUL 2016)

- (a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is directed to FAR Subpart 9.5 Organizational Conflicts of Interest.
- (b) The nature of this potential Organizational Conflict is:
 - (1) The SpE and SpS contractor (and subcontractors or teaming partners, if applicable) may have potential conflicts of interest on specific task orders through unequal access of information, biased ground rules, and impaired objectivity.
 - (2) The goals and scope of the contract include developing an open and modular architecture and require broad sharing of data among multiple contractors, and thus data rights assertions will be carefully reviewed and factored into proposal evaluation. For any data that is accepted by the Government with assertions of Limited Rights Data, the contract requires that the contractor agree that the Government and its contractors are authorized to use the data for certain purposes (see H.13 ARC 52.227-97, Subcontracting and Data Rights). Therefore, Contractors may have access to the proprietary information of other contractors, including of their competitor(s).
- (c) To avoid neutralize, or mitigate the potential organizational conflict of interest, the following restrictions upon this solicitation and future contracting shall apply:
 - (1) The Government will prohibit any offeror from being a prime on both the SpE and the SpS contracts. Further, the Government will prohibit the prime for either SpE or SpS from performing as a subcontractor on a task order under a SpE or SpS contract (i.e., on the other contract), respectively awarded hereunder. The Contracting Officer may grant an exception to this subcontracting prohibition on a case by case basis, either based on a determination that a particular conflict has been successfully mitigated or neutralized, or that a waiver is appropriate.
 - (2) If the SpE Contractor (and subcontractors, if applicable), through the performance of tasks pursuant to this contract, is required to develop specifications or statements that are to be incorporated into a future competitive task order or solicitation, the SpE Contractor shall be ineligible to perform the work described in that solicitation as a prime or subcontractor under an ensuing contract or task order. This restriction shall remain in effect for three (3) years after the end of the contract period of performance.
 - (3) Contractors will not be responsible for the final development or issuance of task order statements of work. Further, contractors will not provide technical direction to, or decide technical controversies for, other contractors' operations.
- (d) If, in the performance of work under this Contract, the Contractor has access to Government Sensitive Data or third-party proprietary data, the Contractor shall protect such data from unauthorized use or disclosure so long as it remains proprietary. In addition, the Contractor shall not be permitted to use such data other than in performance under this Contract, unless:

(1) It receives the explicit written permission of the owner of such data and the Contracting Officer: or

(2) Such data has been released or otherwise made available to the public by the Government or the owner of the third party proprietary data.

In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Contract, it shall treat such information in accordance with any use or dissemination restrictions imposed on such information.

Further, the Contractor shall not submit an unsolicited proposal to the Government which is based on such data until one year after such data is released or otherwise made available to the public; further, any unsolicited proposal submitted pursuant to this provision shall identify any relationship to work produced under this contract and any proposed use of such data.

(e) Additionally:

- (1) If, in the performance of work under this Contract, the Contractor enters into a separate agreement with a company for the protection of Government Sensitive Data or third-party proprietary data, the Contractor shall furnish a copy of that agreement to the Contracting Officer.
- (2) The Contractor must educate its employees, through formal training, not to divulge Government Sensitive Data or third-party proprietary data, trade secrets, confidential information, or restricted data of companies received in connection with the performance of work under this Contract. The Contractor shall provide a plan to implement this training for the approval of the Contracting Officer.
- (3) The Contractor shall obtain from all employees having access to Government Sensitive Data or third-party proprietary data under this Contract a written agreement which shall prohibit those employees, during the term of their employment and thereafter, from disclosing to others or using for their own behalf, such data received in connection with the performance of work under this Contract, and from retaining a copy of such data after termination of their employment under this Contract.
- (f) The term "Contractor" as used in this clause shall include (i) the corporate or other entity executing this Contract with the Government; (ii) such entity's parent, subsidiary, affiliate, or successor entities to the extent that the parent, subsidiary, affiliate, or successor entity has responsibility for the performance of work under this Contract.
- (g) The term "Contract" as used in this clause shall include options, extensions, and any successor contracts performed or to be performed by the Contractor without any other contractor intervening.
- (h) The term "Data" as used in this clause, means recorded information, regardless of form or media on which it may be recorded. The term includes technical data and computer software. The term further includes Government Sensitive Data or third-party proprietary data including proprietary data, trade secret information, data protected by the Privacy Act of 1974 (5 U.S.C. 552a) and other confidential or privileged technical, business or financial data.
- (i) The term "Government Sensitive Data" as used in this clause means data for which the disclosure or use is controlled by the U.S. Statute or implementing published federal regulations or NASA policy and, where so identified, includes data first produced by the Contractor.

(j) The Contractor's Organizational Conflicts of Interest Avoidance Plan is incorporated by reference into this contract (see section J, paragraph J.1(a), attachment TBD). This Plan addresses Organizational Conflicts of Interest at the contract level. Each individual task order will state if additional Organizational Conflicts of Interest requirements exist and, if so, an additional Organizational Conflicts of Interest Avoidance Plan may be required by the Contracting Officer to address potential conflicts of interest prior to authorization of that task order.

(k) The Contractor shall include paragraphs (a) through (j) of this clause in every subcontract. The Contractor shall be responsible for ensuring compliance with all of the provisions of this clause by each of its subcontractors.

(End of Clause)

H.7 DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST AFTER CONTRACT AWARD

- (a) If the Contractor identifies an actual or potential organizational conflict of interest that has not already been adequately disclosed and resolved, the Contractor shall make a prompt and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to resolve the conflict. This reporting requirement also includes Subcontractors' actual or potential organizational conflicts of interest not adequately disclosed and resolved prior to award.
- (b) If there is an Organizational Conflict of Interest (OCI) Plan in the contract, the Contractor shall periodically update the plan, based on changes such as changes to the legal entity, the overall structure of the organization, Subcontractor arrangements, Contractor management, ownership, ownership relationships, or modification of the work scope.
- (c) The Contracting Officer may require that the Contractor submit an additional OCI Plan or a modification to the existing OCI Plan to address OCI concerns identified by the Contracting Officer that arise in the context of a specific task order.

H.8 ARC 52.227-11 PATENT RIGHTS (JAN 2015)

The RFP includes the Patent Rights-Retention by the Contractor Clause (FAR 52.227-11), as modified by NFS 1852.227-11 and the New Technology Clause, NFS 1852.227-70. It is anticipated that the Contractor may have Contractor background inventions that could be applied to Contract research and incorporated into deliverables under the Contract. The Government may need rights to use such Contractor background inventions in order to practice technologies produced under this Contract in other Government contracts. Thus, Contracting Officer permission is required before Contractor background inventions may be included in Contract deliverables. To the extent a Contractor background invention has been federally funded, the Government will receive its government-purpose license rights to practice the background invention. Where there is no Federal funding of the background invention, the Contractor will identify to the Contracting Officer the rights that it proposes to grant the Government to use such invention in other Government contracts. The Government shall receive a government-purpose license to practice any Contractor background invention where such Contracting Officer permission is not obtained prior to incorporating its background inventions into Contractor work.

H.9 ARC 52.227-17 DATA RIGHTS—SPECIAL WORKS (JAN 2015)

Except as specified below, the Government shall have a minimum of unlimited rights, as defined in FAR clause 52.227-14 (Rights in Data - General) as modified by NFS 1852.227-14, in all data, including computer software, first produced or delivered in performance of this Contract.

As Contract tasks involve the production or further development of program/project software that the Government intends to control and other software that the Government intends to release in an open source manner, the Contractor is hereby directed to assert copyright, or authorize assertion thereof, in special works Data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee in accordance with Clause 52.227-17 Rights in Data—Special Works, as modified by NFS 1852.227-17. The direction applies to software code developments and/or software improvements that the Government intends to release open source as well as to NASA program/project software developments/improvements. This direction also applies to: web site content, NASA presentations and other multimedia/audiovisual works, outreach materials, work processes, flowcharts and technical design drawings and related documentation produced under the Contract. The Government may specify additional special works in contract task orders. For purposes of defining the rights in computer software, computer software shall include source codes, object codes, executables, ancillary files, and any and all documentation related to any deliverables associated with this Contract.

(End of Clause)

H.10 ARC 52.227-93 MANAGEMENT AND PROTECTION OF DATA (JUL 1988)

- (a) In the performance of this contract it is anticipated that the Contractor may have access to, be furnished, use, or generate the following types of data (recorded information):
 - (1) data submitted to the Government with limited rights or restricted rights notices;
 - (2) data of third parties which the Government has agreed to handle under protective arrangements; and
 - (3) data generated by or on behalf of the Government which the Government intends to control the use and dissemination thereof.
- (b) In order to provide management appropriate for protecting the interests of the Government and other owners of such data, the Contractor agrees with respect to data in category (a)(1) above, and with respect to any data in categories (a)(2) and (a)(3) when so identified by the Contracting Officer, to:
 - (1) use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting disclosure of the data to those persons who have a definite need for the data in order to perform under this contract;
- (2) not reproduce the data unless reproduction of the data is specifically permitted elsewhere in the contract or by the Contracting Officer;
- (3) refrain from disclosing the data to third parties without the written consent of the Contracting Officer; and
- (4) return or deliver the data including all copies thereof to the Contracting Officer or his designated recipient when requested by the Contracting Officer.

H.11 ARC 52.227-94 INCORPORATION OF THE CONTRACTOR'S PROPOSAL (JUL 2016)

The Contractor's Mission Suitability proposal, including revision(s), submitted in response to the solicitation entitled "NNA17608320R - SSPEDI" is hereby incorporated into the contract by reference.

(End of Clause)

H.12 ARC 52.227-96 HANDLING OF DATA (JUN 1989)

- (a) Paragraph (d)(1) of the "Rights in Data--General" clause of this contract permits the Government to restrict the Contractor's right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of the contract provided such restriction is expressly set forth in the contract. Pursuant to this authority, the following restrictions shall apply to such data and shall be included, in substance, in all subcontracts:
- (b) Data specifically used.
- (1) In the performance of this contract, it is anticipated the Contractor may have access, or be furnished, data (including financial, administrative, cost or pricing, or management information as well as technical data or computer software) of third parties which the Government has agreed to handle under protective arrangements, as well as such Government data for which the Government intends to control the use and dissemination.
- (2) In order to protect the interests of the Government and the owners of such data, the Contractor agrees, with respect to such third party or Government data that is either marked with a restrictive legend or specifically identified in this contract or in writing by the Contracting Officer as being subject to this clause, to use and disclose such data only to the extent necessary to perform the work required under this contract, to preclude disclosure of such data outside the Contractor's organization, and to return or dispose of such data as directed by the Contracting Officer when the data is no longer needed for contract performance.
- (3) Notwithstanding (2) above, the Contractor shall not be restricted in the use and disclosure of any data that becomes generally available without breach of this clause by this Contractor, is known to or is developed by the Contractor independently of any disclosure of proprietary, restricted, or confidential data hereunder, or is rightfully received by the Contractor from a third party without restriction.
- (c) Data first produced.

Data first produced by the Contractor under this contract may include data for which the Government wants to control the use and dissemination. The Contracting Officer may require, or this contract may presently specify, that the Contractor apply restrictive legends to such identified data prior to delivery to the Government, or to third parties at the Government's direction, that restrict the use and disclosure of the data by any third party recipient. However, such restrictive legends shall in no way affect the Contractor's or the Government's rights to such data as provided in the "Rights in Data-General" clause of this contract.

H.13 ARC 52.227-97 SUBCONTRACTING AND DATA RIGHTS (OCT 2006) ALTERNATE I (OCT 2006)

(a) Contractor shall make the representation of background data required by FAR 52.227-15 in accordance with the format as requested in paragraph (b)(3) or (c)(3) of this clause for any Data that it proposes to deliver as Limited Rights Data or Restricted Computer Software. On a case-by-case basis, where the Government accepts delivery of Data with such limitations, it will negotiate and insert the purposes, rights or limitations under which the Government can use such data into alternate clauses II and III of FAR 52.227-14.

- (b) Identification and Delivery of Technical Data to be furnished with Restrictions on Use, Release, or Disclosure.
 - (1) Except as provided in (b)(2) below, when Contractor asserts restrictions on technical data, Contractor shall identify and furnish all restrictions on use, release or disclosure of such data in an attachment to this contract (the Representation of Limited Rights Data and Restricted Computer Software Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the attachment and its delivery has been approved by the Contracting Officer.
 - (2) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor.
 - (3) The Contractor shall use the following format to identify and assert restrictions on the Government's use, release, or disclosure of technical data: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

Technical Data to be Furnished With Restrictions*		Asserted Rights	Name of Person Asserting Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

^{*}If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

^{**}Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

^{***}Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person,	as appropriate.
Date	
Printed Name and Title	
Signature	
- (Fnd of identification and assertion)	

- (4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date.
- (c) Identification and Delivery of Computer Software and Computer Software Documentation to be furnished with Restrictions on Use, Release, or Disclosure.
 - (1) Except as provided in (c)2 below, when Contractor asserts restrictions on computer software, Contractor shall identify and furnish all restrictions on use, release or disclosure of such software in an attachment to this contract (the Representation of Limited Rights Data and Restricted Computer Software Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment and its delivery has been approved by the Contracting Officer.
 - (2) In addition to the assertions made in the Representation of Limited Rights Data and Restricted Computer Software Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:
 - (3) The Contractor shall use the following format to identify and assert restrictions on the Government's use, release, or disclosure of computer software: *Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.*

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished	Basis for		Name of Person Asserting
With Restrictions*			Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

**Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date	
Printed Name and Title	
Signature	

(End of identification and assertion)

- (4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date.
- (d) It is strongly recommended that the Contractor flow down the data rights provisions of this contract to lower tier subcontractors to ensure that it can fulfill its data rights obligations to the Government. See Clause FAR 52.227-14(h), Rights in Data—General. The Contractor shall be held responsible to obtain rights for the Government where it fails to fulfill such obligations.
- (e) Pursuant to Clause FAR 52.227-14(c)(2), the Contractor must obtain Contracting Officer approval before incorporating any data not first produced under the Contract into data delivered under the contract. Before delivering such data, the Contractor must identify it and grant the Government, or acquire on its behalf, the broad licenses required by subparagraph (c) of the Rights in Data—General clause.
- (f) The overall goals and scope of the SpE and SpS Statements of Work include developing an open and modular architecture. These goals and scope require a broad sharing of data among multiple contractors. This data sharing supports an evolving and growing hardware and software architecture which will be procured from multiple contractors. The data developed in the early task orders by the SpE and SpS contractors will be the basis upon which future SpE and SpS task orders will evolve. Therefore, data right assertions will be carefully reviewed and will be factored into proposal evaluation. Further, each contractor agrees that the Government and its contractors are authorized to use any data accepted by the Government with assertions of Limited Rights Data/Restricted Computer Software for purposes of manufacture associated ultimately with a capability of launching space vehicles/satellites embodying such architecture.

(g) Pursuant to NFS 1852.227-88, Contractor will receive a substantial amount of background Government software (identified on each applicable task order) entitled "Government Furnished Computer Software (GFCS) for use in performance of Contract work. The Government provides the GFCS in an "AS-IS" condition, making no warranty with respect to the serviceability and/or suitability of the GFCS for contract performance. Other than GFCS that has been released in an open source manner, Contractor is hereby instructed that it shall use, handle and disclose such software in accordance with the requirements of Contract Clauses H.9, Management and Protection of Data, H.11, Handling of Data, and H.6, Organizational Conflicts of Interest.

(h) See Clause H.8, Data Rights—Special Works, for additional information related to data rights in Special Works.

(End of Clause)

H.14 ARC 52.227-98 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (OCT 2004)

The Government shall have unlimited rights in information incidental to contract administration including administrative and management information created by the Contractor and specified for delivery to the Government in performance of the contract, expressly excluding financial information. Specifically, the Government shall have the right to release such administrative and management information to any third party to satisfy the Government's requirements.

(End of Clause)

H.15 ARC 52.227-99 DEVELOPMENT AND USE OF OPEN SOURCE SOFTWARE (JUN 2014)

The Government may designate, for certain tasks under this contract, that software (including documentation) developed, under specified contract tasks, be released as "Open Source" (OS) software, as that term is defined by the Open Source Definition promulgated by the Open Source Initiative website (see http://opensource.org/docs/osd). This Open Source release shall be carried out in compliance with NASA Procedural Requirement (NPR) 2210.1C, Release of NASA Software. Accordingly, the contractor shall be required to assign copyright in the developed software (including documentation) to the Government.

Where possible, the developed OS software shall be governed by the terms of the NASA Open Source Agreement (NOSA), which can be found at http://opensource.org/licenses/nasa1.3.php, or it may be released under a different NASA-approved OS license, such as Apache 2.0.

It is anticipated that the software developed under this contract may include enhancements (e.g., bug fixes and feature additions) to existing OS software currently covered by an external OS software license. Some OS licenses contain requirements important to consider during software development as such requirements may not be compatible with the terms of external OS licenses applicable to other portions of the software or with the NOSA. For example, such OS licenses may require that any further development/enhancement of the covered OS software be further transferred only under that particular OS software license (e.g., GNU General Public License (GPL)), making the external software license not compatible with the NOSA, Apache 2.0, or other external OS licenses. Prior to any development of software, any decision to incorporate OS software into software development under this contract where such OS software is governed by an incompatible OS software license (i.e., not compatible with the NOSA or other NASA-approved OS license) shall be made deliberately in consultation with the Government task manager. The task manager will consider the impact of the incompatibilities on software release and future programmatic goals. The Government task manager or Contracting Officer will consult with the NASA ARC Patent Counsel regarding questions related to OS license incompatibilities.

(End of Clause)

H.16 ARC 52.230-90 CONTRACTOR PURCHASING (JAN 2012)

(Applicable to SpE)

The contract (or task order) Statement of Work (SOW) describes the work to be performed. The contractor may determine a need to procure supplies and services from outside vendors which are incidental to performing this SOW. These purchasing activities should promote competition to the maximum extent possible and promote best value purchases; however, these purchasing functions are limited to necessary and incidental items tied directly to contract performance. As such, the contractor is prohibited from purchasing items for direct use by the government as these items should be procured by the Government. The contractor shall not perform purchasing functions or act in any other way as an agent for the government. Examples of prohibited purchases that are typical for most support service contracts include the purchase, for government use, of the following: office supplies, hardware, personal computers and other peripheral devices and related supplies, vehicles, personal and convenience items. Other examples of prohibited purchases include: passthrough purchases unrelated to the overall scope of the contract (i.e., non-contract related ODCs). The Contracting Officer at the time of negotiation will make a determination as to the appropriateness of the ODCs being proposed by the contractor. The contractor is required to notify the Contracting Officer of any requests by Government personnel to direct a specific procurement action to a specific source without appropriate justification and approval (see NFS 1806.303-170).

Alternate I (JAN 2012)

(Applicable to CPFF task orders issued under SpE)

The contractor shall not be entitled to payment or reimbursement for any purchase that is not incidental to the direct performance of the specific work they have agreed to perform under the Contract. Furthermore, the contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever not incurred in or incidental to direct performance of the contract SOW.

(End of Clause)

H.17 ARC 52.231-90 SEVERANCE PAY (OCT 2012)

(Applicable to SpE)

In conjunction with FAR 31.205-6(g), the severance pay cost shall not exceed 40 hours pay for each year of employment per eligible employee on the current contract, up to a maximum of 80 hours per eligible employee. In no event shall the Government reimburse the Contractor for severance cost for employees who voluntarily accept employment with a succeeding contractor within ninety (90) days after completion of the current contract.

(End of Clause)

H.18 ARC 52.237-99 NON-PERSONAL SERVICES (MAY 2012)

(Applicable to SpE)

- (a) As stated in the Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, <u>Inherently Governmental Functions</u>, no personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.
- (b) The Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.
- (c) The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

(End of Clause)

H.19 CONTRACT HISTORICAL DATA

(a) The Government may issue a competitive solicitation for a follow-on effort for services similar to those provided under this contract. As part of this follow-on competition, the Government may include historical labor category descriptions, work-year equivalents (WYEs), direct labor rates by labor category, and other information from this contract in the follow-on solicitation for use by all potential offerors. Including this data in the solicitation is intended to ensure a comprehensive and fair evaluation of competitive proposals and increase the probability that realistic pricing is provided in future proposals submitted. Minimizing the potential risk for unrealistic or unsubstantiated pricing materially reduces the risk that cost/price could become an inappropriate discriminator among competing offerors.

- (b) The Contractor and major Subcontractors shall provide and deliver the information specified below within 30 days of a written request from the Contracting Officer. If a consolidated response is not feasible due to restrictions on disclosure of company-sensitive costs data, major Subcontractor(s) may provide their information directly to the Contracting Officer. In such cases, the Contractor will provide the Subcontractor(s) a template to ensure the information is provided in the same format by all parties.
- (4) For each labor resource employed under this contract in the last twelve months, provide the labor category, WYE or total labor hours for the preceding twelve months, most recent actual paid direct labor rate, date and percentage amount of the most recent actual labor rate escalation.
- (5) For each unique labor category listed in paragraph (1), provide a brief position description in sufficient detail to indicate the duties of the category and any minimum education and experience requirements;
- (6) For each unique labor category listed in paragraph (1), identify whether the category is "exempt," "non-exempt," or "union".

(End of Clause)

H.20 AFFARS 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV 2012)

- (a) The contractor shall obtain base identification and vehicle passes for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.
- (b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or security police for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and any additional requirements to comply with local security procedures emissions test, to obtain a vehicle pass.
- (c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with AFI 31-101, Volume 1, the Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management, as applicable.

- (e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.
- (f) Failure to comply with these requirements may result in withholding of final payment.

(End of Clause)

H.21 BASE ENTRY REQUIREMENTS (SEP 2006)

General: The Contractor and all employees as well as subcontractors and their employees, shall abide by the current rules and regulations of Kirtland Air Force Base. Such base regulations may be reviewed at the Security Police Offices. Anyone found to be in violation of such rules and regulations may be removed and barred from further entry by the Base Commander.

Base Entry Procedures: The following procedures will apply when requiring access to the Operationally Responsive Space (ORS) Office at Kirtland Air Force Base:

- (1) Base entry passes will be issued by the SDTW Visitor Control Office for long and short term contracts. The Visitor Control Office is located in Building 414. The mailing address is 3550 Aberdeen SE, Bldg 414, Kirtland AFB NM 87117-5776. The contractor will prepare a letter containing the information listed in AFFARS 5352.242-9000 in Section I and submit to the Contracting Officer.
- (2) Contractors with 10 or less employees will list the names and social security numbers of each employee on the letter. Contractors with more than 10 employees and a contract lasting in excess of 6 months will list a primary and alternate individual to monitor issuance of visitor/vehicle passes (AF Form 75) and their company. These monitors will be instructed on issue and control procedures by the Pass and Registration Office.
- (3) Questions on base entry procedures should be referred to the SDTW Visitor Control Office at 505-846-7355 (phone) or 505-846-2190.

(End of Clause)

[End of Section]

SECTION I – CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

FAR website: http://acquisition.gov/far/index.html

NFS website: http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

DFARS website: http://farsite.hill.af.mil/vfdfara.htm AFFARS website: http://farsite.hill.af.mil/vfdfara.htm

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE
52.202-1	NOV 2013	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	MAY 2014	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	MAY 2014	ANTI-KICKBACK PROCEDURES
52.203-8	MAY 2014	CANCELLATION, RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL
		OR IMPROPER ACTIVITY
52.203-10	MAY 2014	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL
		TRANSACTIONS
52.203-13	OCT 2015	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	OCT 2015	DISPLAY OF HOTLINE POSTER(S)
52.203-19	JAN 2017	PROHIBITION ON REQUIRING CERTIN INTERNAL CONFIDENTIALITY
		AGREEMENTS OR STATEMENTS
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER
		CONTENT PAPER
52.204-7	OCT 2016	SYSTEM FOR AWARD MANAGEMENT
52.204-9	JAN 2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	OCT 2016	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER
		SUBCONTRACT AWARDS
52.204-13	OCT 2016	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
52.204-14	OCT 2016	SERVICE CONTRACT REPORTING REQUIREMENTS
52.204-15	OCT 2016	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-
50.004.40	1111 0010	DELIVERY CONTRACTS
52.204-16	JUL 2016	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING
52.204-18	JUL 2016	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE
52.209-6	OCT 2015	PROTECTING THE GOVERNMENT'S INTEREST WHEN
		SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED,
F0 000 0	IIII 2042	OR PROPOSED FOR DEBARMENT
52.209-9	JUL 2013	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING
52.209-10	NOV 2015	RESPONSIBILITY MATTERS PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC
52.209-10	NOV 2015	CORPORATIONS
52.210-1	APR 2011	MARKET RESEARCH
52.210-1	APR 2011 AUG 2000	MATERIAL REQUIREMENTS
52.211-5	OCT 2010	AUDIT AND RECORDS – NEGOTATION
52.215-2	OCT 2010	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT
52.215-10	AUG 2011	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
JZ.Z IJ-10	AUG 2011	I NICE REDUCTION FOR DEFECTIVE COST ON FRICING DATA

52.215-11	AUG 2011	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS
52.215-12	OCT 2010	SUBCONTRACTOR COST OR PRICING DATA
52.215-13	OCT 2010	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS
52.215-14	OCT 2010	INTEGRITY OF UNIT PRICES
52.215-15	OCT 2010	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-17	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT
		BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.215-21	OCT 2010	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS
52.215-23	OCT 2009	LIMITATIONS ON PASS-THROUGH CHARGES
52.216-7	JUN 2013	ALLOWABLE COST AND PAYMENT (Insert "30 th " in paragraph (a)(3))
52.216-8	JUN 2011	FIXED FEE
52.216-10	JUN 2011	INCENTIVE FEE
52.217-7	MAR 1989	OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM (Insert "to be cited on each applicable task order")
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES (Insert "30 days")
52.219-8	NOV 2016	UTILIZATION OF SMALL BUSINESS CONCERNS
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT (Insert "to be cited
32.217-3	WAIN 2000	on each applicable task order")
52.219-9	JAN 2017	SMALL BUSINESS SUBCONTRACTING PLAN; ALTERNATE II (NOV 2016)
52.219-16	JAN 1999	LIQUIDATED DAMAGES SUBCONTRACTING PLAN
52.219-28	JUL 2013	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-1	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS (Insert "TBD" in paragraph (a))
52.222-3	JUN 2003	CONVICT LABOR
52.222-17	MAY 2014	NONDISPLACEMENT OF QUALIFIED WORKERS
52.222-17	OCT 2016	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES
52.222-19	MAY 2014	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT
		EXCEEDING \$15,000
52.222-21	APR 2015	
52.222-26	SEP 2016	EQUAL OPPORTUNITY
52.222-29	APR 2015	NOTIFICATION OF VISA DENIAL
52.222-37	FEB 2016	EMPLOYMENT REPORTS ON VETERANS
52.222-40	DEC 2010	
		RELATIONS ACT
52.222-50		COMBATTING TRAFFICKING IN PERSONS
52.222-54		EMPLOYMENT ELIGIBILITY VERIFICATION
52.222-59	DEC 2016	COMPLIANCE WITH LABOR LAWS (EXECUTIVE ORDER 13673)
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA; ALTERNATE I (JUL 1995)
52.223-5	MAY 2011	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION;
50.000.0	14477.00	ALTERNATE I AND ALTERNATE II (MAY 2011)
52.223-6		DRUG-FREE WORKPLACE
52.223-10		WASTE REDUCTION PROGRAM
52.223-15		ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS
52.223-15	OCT 2015	ACQUISTION OF EPEAT® -REGISTRED PERSONAL COMPUTER PRODUCTS
52.223-18	AUG 2011	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
52.223-19	MAY 2011	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS
52.225-1		BUY AMERICAN – SUPPLIES
72.220 I	.vi/ \1 2017	DOT AMELIACIAN COLLEGE

52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.225-19	MAR 2008	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA
		OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE OF
		THE UNTIED STATES;
F0 007 4	DEC 2007	Insert "Individual to be cited on each applicable task order" in paragraph (h)(ii)
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT - ALTERNATE I (APR 1984)
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
F0 007 0	ADD 4004	INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY - ALTERNATE II (APR 1984); Insert "Commercial Items delivered/provided under the Contract" at the end of
		paragraph (c)
52.227-11	MAY 2014	PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR – ALTERNATE
		V (DEC 2007); As modified by NFS 1852.227-11
52.227-14	MAY 2014	RIGHTS IN DATA – GENERAL – ALTERNATE II (DEC 2007)
		At the end of paragraph (g)(3)(a) insert:
		(i) Use (except for manufacture) by support service contractors.
		(ii) Evaluation by nongovernment evaluators.
		(iii) Use (except for manufacture) by other contractors participating in the
		Government's program of which the specific contract is part.
		(iv) Release to a foreign government, or its instrumentalities, if required to
		serve the interests of the U.S. Government, for information or evaluation,
		or for emergency repair or overhaul work by a foreign government.
50.007.40	11.151.4007	ALTERNATE III (DEC 2007); As modified by NFS 1852.227-14
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	DEC 2007	RIGHTS IN DATA – SPECIAL WORKS; As modified by NFS 1852.227-17
52.227-19	DEC 2007	COMMERCIAL COMPUTER SOFTWARE LICENSE
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA (TECHNICAL);
		To Be Completed by Offeror: Page Numbers:
		Proposal Date:
52.228-5	JAN 1997	INSURANCE – WORK ON A GOVERNMENT INSTALLATION
52.228-7	MAR 1996	INSURANCE - LIABILITY TO THIRD PERSONS
52.229-3	FEB 2013	FEDERAL, STATE, AND LOCAL TAXES.
52.229-10	APR 2003	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX;
02.220 10	711 11 2000	(*The United States Air Force)
52.230-2	OCT 2015	·
52.230-3	OCT 2015	DISCLOSURES AND CONSISTENCY OF COST ACCOUNTING
		PRACTICES
52.230-6	JUN 2010	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-1	APR 1984	PAYMENTS
52.232-2	APR 1984	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DVELOPMENT
		CONTRACTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-11	APR 1984	EXTRAS
52.232-17		INTEREST
52.232-18	APR 1984	
52.232-20	APR 1984	
52.232-22 52.232-23	APR 1984	ASSIGNMENT OF CLAIMS
52.232-25	JAN 2017	PROMPT PAYMENT – ALTENRATE I (FEB 2002)
52.232-25	JUL 2017	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD
JZ.ZJZ-JJ	JOL 2013	MANAGEMENT MANAGEMENT
52.232-39	JUN 2013	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS
0Z.Z0Z-03	0014 2013	GIALITI GITOLABILITI GITONAGITIGINIZLE OBLIGATIGING

52.232-40	DEC 2013	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS
52.233-1	MAY 2014	
52.233-3		PROTEST AFTER AWARD – ALTERNATE I (JUN 1985)
52.233-4		APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND
0-1-01		VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-2	APR 1991	PRODUCTION PROGRESS REPORTS
52.242-3	MAY 2014	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-5	JAN 2017	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES – FIXED PRICE – ALTERNATE V (APR 1984)
52.243-2	AUG 1987	CHANGES – COST-REIMBURSEMENT – ALTERNATE V (APR 1984)
52.243-6	APR 1984	CHANGE ORDER ACCOUNTING
52.243-7	JAN 2017	NOTIFICATION OF CHANGES
52.244-2	OCT 2010	SUBCONTRACTS (INSERT: "TBD" IN PARAGRAPHS (D) AND (J))
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	JAN 2017	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	JAN 2017	GOVERNMENT PROPERTY
52.245-9	APR 2012	USE AND CHARGES
52.246-24	FEB 1997	LIMITATION OF LIABILITY - HIGH VALUE ITEMS
52.246-25	FEB 1997	LIMITATION OF LIABILITY – SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS; Insert: "Kirtland AFB" in
		paragraphs (a) and (b))
52.247-63	FEB 2006	PREFERENCE FOR U.SFLAG AIR CARRIERS
52.248-1	OCT 2010	VALUE ENGINEERING
52.249-2	APR 2012	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-
		PRICE)
52.249-6	MAY 2004	
52.249-9	APR 1984	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)
52.249-14	APR 1984	
52.251-1		GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NO.	DATE	TITLE
1852.203-71	AUG 2014	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
1852.204-76	JAN 2011	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES
1852.215-84	NOV 2011	OMBUDSMAN; ALTERNATE I (JUN 2000)
1852.216-89	AUG 2016	ASSIGNMENT AND RELEASE FORMS
1852.219-75	APR 2015	INDIVIDUAL SUBCONTRACTING REPORTS
1852.219-77	APR 2015	NASA MENTOR-PROTÉGÉ PROGRAM
1852.219-79	APR 2015	MENTOR REQUIREMENTS AND EVALUATION
1852.227-11	APR 2015	PATENT RIGHTSOWNERSHIP BY THE CONTRACTOR
1852.227-14	APR 2015	RIGHTS IN DATA-GENERAL
1852.227-17	JUL 1997	RIGHTS IN DATA – SPECIAL WORKS
1852.227-88	APR 2015	GOVERNMENT-FURNISHED COMPUTER SOFTWARE AND RELATED TECHNICAL DATA
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE

1852.235-70	DEC 2006	CENTER FOR AEROSPACE INFORMATION
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.237-72	JUN 2005	ACCESS TO SENSITIVE INFORMATION
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION
1852.243-71	MAR 1997	SHARED SAVINGS

III. DEFENSE FAR SUPPLEMENT (48 CFR CHAPTER 2)

CLAUSE NO.		TITLE
252.203-7001	DEC 2008	PROHIBITION OF PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES
252.203-7004	OCT 2016	DISPLAY OF HOTLINE POSTER
252.204-7000	OCT 2016	DISCLOSURE OF INFORMATION
252.204-7004	FEB 2014	ALTERNATE A TO FAR 52.204-7, CENTRAL CONTRACTOR REGISTRATION
252.204-7005	NOV 2001	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES
252.209-7004	OCT 2015	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY
252.211-7007	AUG 2012	REPORTING OF GOVERNMENT-FURNISHED PROPERTY
252.215-7000	DEC 2012	PRICING ADJUSTMENTS
252.215-7002	DEC 2012	COST ESTIMATING SYSTEM REQUIREMENTS
252.223-7001	DEC 1991	HARZARD WARNING LABELS
252.223-7004	SEP 1988	DRUG-FREE WORK FORCE
252.223-7006	SEP 2014	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS
252.225-7001	DEC 2016	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM
252.225-7002	DEC 2016	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS
252.225-7004		REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADASUBMISSION AFTER AWARD
252.225-7007		PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES
252.225-7012		PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES
252.225-7013	MAY 2016	DUTY- FREE ENTRY
252.225-7015		RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS
252.225-7016	JUN 2011	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS
252.226-7001		UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS
252.228-7005		ACCIDENT REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES
252.231-7000	DEC 1991	SUPPLEMENTAL COST PRINCIPLES
252.232-7010		LEVIES ON CONTRACT PAYMENTS
252.239-7000	JUN 2004	PROTECTION AGAINST COMPROMISING EMANATIONS
252.242-7004	MAY 2011	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM
252.243-7001	DEC 2012	PRICING OF CONTRACT MODIFICATIONS
252.243-7002	DEC 2012	REQUESTS FOR EQUITABLE ADJUSTMENT
252.247-7023	APR 2014	TRANSPORTATION OF SUPPLIES BY SEA

252.249-7002	OCT 2015	NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION
252.251-7000	AUG 2012	ORDERING FROM GOVERNMENT SUPPLY SOURCES

IV.	AIR FORCE FAR SUPPLEMENT	(48 CFR CHAPTER 53)

CLAUSE NO.	DATE	TITLE
5352.204-9000	JAN 2017	NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS
5352.223-9000	NOV 2012	ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS); Insert in Para (c), List of Class I ODSs. 'NONE'
5352.223-9003	JUN 2006	ENHANCED SECURITY OF PRODUCTS; Line item number(s). 'All CLINs as applicable' Identify where security requirements are specified; i.e., SOW, 'DD 254'

I.2 FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the <u>date of contract award</u> through the <u>contract performance period specified in clause F.2</u>.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.3 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than \$100,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor—
 - (1) Any order for a single item in excess of \$100 Million;
 - (2) Any order for a combination of items in excess of \$100 Million; or
 - (3) A series of orders from the same ordering office within <u>30</u> days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within _ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.4 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the guantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year past the end of the contract's effective period.

(End of Clause)

I.5 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

- (a) Definitions. As used in this clause—
- "Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.
- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

I.6 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

I.7 FAR 52.222-60 PAYCHECK TRANSPARENCY (EXECUTIVE ORDER 13673) (OCT 2016)

- (a) Wage statement. In each pay period, the Contractor shall provide a wage statement document (e.g. a pay stub) to all individuals performing work under the contract subject to the wage records requirements of any of the following statutes:
- (1) The Fair Labor Standards Act.
- (2) 40 U.S.C. chapter 31, subchapter IV, Wage Rate Requirements (Construction) (formerly known as the Davis Bacon Act).
- (3) 41 U.S.C. chapter 67, Service Contract Labor Standards (formerly known as the Service Contract Act of 1965).
- (b) Content of wage statement.
- (1) The wage statement shall be issued every pay period and contain-
- (i) The total number of hours worked in the pay period;
- (ii) The number of those hours that were overtime hours;
- (iii) The rate of pay (e.g., hourly rate, piece rate);
- (iv) The gross pay; and
- (v) Any additions made to or deductions taken from gross pay. These shall be itemized. The itemization shall identify and list each one separately, as well as the specific amount added or deducted for each.
- (2) If the wage statement is not provided weekly and is instead provided bi-weekly or semi-monthly (because the pay period is bi-weekly or semi-monthly), the hours worked and overtime hours contained in the wage statement shall be broken down to correspond to the period (which will almost always be weekly) for which overtime is calculated and paid.
- (3) The wage statement provided to an individual exempt from the overtime compensation requirements of the Fair Labor Standards Act (FLSA) need not include a record of hours worked, if the Contractor informs the individual in writing of his or her overtime exempt status. The notice may not indicate or suggest that DOL or the courts agree with the Contractor's determination that the individual is exempt. The notice must be given either before the individual begins work on the contract, or in the first wage statement under the contract. Notice given before the work begins can be a stand-alone document, or can be in an offer letter, employment contract, or position description. If during performance of the contract, the Contractor determines that the individual's status has changed from non-exempt to exempt from overtime, it must provide the notice to the individual before providing a wage statement without hours worked information or in the first wage statement after the change.
- (c) Substantially similar laws. A Contractor satisfies this wage statement requirement by complying with the wage statement requirement of any State or locality (in which the Contractor has employees) that has been determined by the United States Secretary of Labor to be substantially similar to the wage statement requirement in this clause. The determination of substantially similar wage payment states may be found at www.dol.gov/fairpayandsafeworkplaces.
- (d) Independent contractor.
- (1) If the Contractor is treating an individual performing work under the contract as an independent contractor (e.g., an individual who is in business for him or herself or is self-employed) and not as an employee, the Contractor shall provide a written document to the individual informing the individual of this status. The document may not indicate or suggest that the enforcement agencies or the courts agree with the Contractor's determination that the worker is an independent contractor. The Contractor shall provide the document to the individual either at the time an independent contractor relationship is established with the individual or prior to the time the individual begins to perform work on the contract. The document must be provided for this contract, even if the worker was notified of independent contractor status on other contracts. The document must be separate from any independent contractor agreement between the Contractor and the individual. If the Contractor determines that a worker's status while performing work on the contract changes from employee to independent contractor, then the Contractor shall provide the worker with notice of independent contractor status before the worker performs any work under the contract as an independent contractor.
- (2) The fact that the Contractor does not make social security, Medicare, or income tax withholding deductions from the individual's pay and that an individual receives at year end an IRS Form 1099-Misc is not evidence that the Contractor has correctly classified the individual as an independent contractor under the labor laws.

- (e) Notices.
- (1) Language. Where a significant portion of the workforce is not fluent in English, the Contractor shall provide the wage statement required in paragraph (a) of this clause, the overtime exempt status notice described in paragraph (b)(3) of this clause, and the independent contractor notification required in paragraph (d) of this clause in English and the language(s) with which the significant portion(s) of the workforce is fluent.
- (2) Electronic notice. If the Contractor regularly provides documents to its workers by electronic means, the Contractor may provide to workers electronically the written documents and notices required by this clause. Workers must be able to access the document through a computer, device, system or network provided or made available by the Contractor.
- (f) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts that exceed \$500,000, at all tiers, for other than commercially available off-the-shelf items.

(End of Clause)

I.8 FAR 52.222-61 ARBITRATION OF CONTRACTOR EMPLOYEE CLAIMS (EXECUTIVE ORDER 13673) (DEC 2016)

- (a) The Contractor hereby agrees that the decision to arbitrate claims arising under title VII of the Civil Rights Act of 1964, or any tort related to or arising out of sexual assault or harassment, shall only be made with the voluntary consent of employees or independent contractors after such disputes arise.
- (b) This does not apply to-
- (1) Employees covered by a collective bargaining agreement negotiated between the Contractor and a labor organization representing the employees; or
- (2) Employees or independent contractors who entered into a valid contract to arbitrate prior to the Contractor bidding on a contract containing this clause, implementing Executive Order 13673. This exception does not apply:
- (i) If the contractor is permitted to change the terms of the contract with the employee or independent contractor; or
- (ii) When the contract with the employee or independent contractor is renegotiated or replaced.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts that exceed \$1,000,000. This paragraph does not apply to subcontracts for commercial items.

Note to 52.222-61: By a court order issued on October 24, 2016, 52.222-61 is enjoined indefinitely as of the date of the order. The enjoined section will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the *Federal Register* advising the public of the termination of the injunction.

(End of Clause)

1.9 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR CHAPTER 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.
- (c) The use in this solicitation or contract of any Defense FAR Supplement (48 CFR CHAPTER 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.
- (d) The use in this solicitation or contract of any AIR FORCE FAR Supplement (48 CFR CHAPTER 53) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

I.10 NFS 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of Top Secret/Sensitive Compartmented Information (TS/SCI) level. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, to be cited on each applicable task order.

(End of Clause)

I.11 NFS 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996)

- (a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- (b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:
- (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
- (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
- (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- (c) Within twenty-one (21) calendar days for SpE and thirty (30) calendar days for SpS after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
 - (1) Date of the order.
 - (2) Contract number and order number.
- (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - (4) Performance standards, and where appropriate, quality assurance standards.
- (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
 - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
 - (7) Delivery/performance schedule including start and end dates.
 - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within five <u>(5)</u> calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of Clause)

I.12 NFS 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (DEVIATION) (FEB 2012)

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

- (b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.
- (c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.
- (d) Subcontracts The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of Clause)

I.13 NFS 1852.234-2 EARNED VALUE MANAGEMENT SYSTEM (DEVIATION) (NOV 2015)

- (a) In the performance of this contract, the Contractor shall use—
- (1) An Earned Value Management System (EVMS) that has been determined by the Cognizant Federal Agency to be compliant with the EVMS guidelines specified in the American National Standards Institute (ANSI)/Electronic Industries Alliance (EIA) 748 Standard, Industry Guidelines for Earned Value Management Systems (current version at the time of award) to manage this contract; and,
- (2) Earned Value Management (EVM) procedures that provide for generation of timely, accurate, reliable, and traceable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the data requirements descriptions in the contract.
- (b) If, at the time of award, the Contractor's EVMS has not been determined by the Cognizant Federal Agency to be compliant with the EVMS guidelines, or the Contractor does not have an existing EVMS that is compliant with the guidelines in the ANSI/EIA-748 Standard (current version at the time of award), the Contractor shall apply the system to the contract and shall take timely action to implement its plan to obtain compliance/validation. The Contractor shall follow and implement the approved compliance/validation plan in a timely fashion. The Government will conduct a Compliance Review to assess the contactor's compliance with its plan, and if the Contractor does not follow the approved implementation schedule or correct all resulting system deficiencies identified as a result of the compliance review within a reasonable time, the Contracting Officer may take remedial action, that may include, but is not limited to, a reduction in fee.
- (c) The Government will conduct Integrated Baseline Reviews (IBRs). Such reviews shall be scheduled and conducted as early as practicable, and if a pre-award IBR has not been conducted, a post-award IBR should be conducted within 180 calendar days after contract award, or the exercise of significant contract options, or within 60 calendar days after distribution of a supplemental agreement that implements a significant funding realignment or effects a significant change in contractual requirements (e.g., incorporation of major modifications). The objective of IBRs is for the Government and the Contractor to jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks. See the NASA IBR Handbook (http://evm.nasa.gov/handbooks.html) for guidance.
- (d) Unless a waiver is granted by the Cognizant Federal Agency, Contractor proposed EVMS changes require approval of the Cognizant Federal Agency prior to implementation. The Cognizant Federal Agency shall advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the Cognizant Federal Agency, the Contractor shall disclose EVMS changes to the Cognizant Federal Agency at least 14 calendar days prior to the effective date of implementation.

(e) The Contractor agrees to provide access to all pertinent records and data requested by the Contracting Officer or a duly authorized representative. Access is to permit Government surveillance to ensure that the Contractor's EVMS complies, and continues to comply, with the EVMS guidelines referenced in paragraph (a) of this clause, and to demonstrate—

- (1) Proper implementation of the procedures generating the cost and schedule information being used to satisfy the contract data requirements;
- (2) Continuing application of the accepted company procedures in satisfying the CPR required by the contract through recurring program/project and contract surveillance; and
- (3) Implementation of any corrective actions identified during the surveillance process.
- (f) The Contractor shall be responsible for ensuring that its subcontractors, identified below, comply with the EVMS requirements of this clause as follows:
- (1) For subcontracts with an estimated dollar value of \$50M[\$100 million] or more, the following subcontractors shall comply with the requirements of this clause.

shall com	oly with the requirements of this clause.
	(Contracting Officer to insert names of subcontractors or subcontracted effort).
	(**************************************
shall com	ubcontracts with an estimated dollar value of less than \$50M[\$100 million], the following subcontractors oly with the requirements of this clause except for the requirement in paragraph (b), if applicable, to obtaine/validation.
	(Contracting Officer to insert names of subcontractors or subcontracted effort.)

(g) If the contractor identifies a need to deviate from the agreed baseline by working against an Over Target Baseline (OTB) or Over Target Schedule (OTS), the contractor shall submit to the Contracting Officer a request for approval to begin implementation of an OTB or OTS. This request shall include a top-level projection of cost and/or schedule growth, whether or not performance variances will be retained, and a schedule of implementation for the reprogramming adjustment. The Government will approve or deny the request within 30 calendar days after receipt of the request. Failure of the Government to respond within this 30-day period constitutes approval of the request. Approval of the deviation request does not constitute a change, or the basis for a change, to the negotiated cost or price of this contract, or the estimated cost of any undefinitized contract actions.

(End of Clause)

[End of Section]

SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (ARC 52.211-90) (FEB 1997)

(a) The following documents, exhibits, and attachments are included in the solicitation and resulting contract or task order. Representations and certifications completed by the contractor in response to this solicitation are incorporated by reference in the resulting contract at time of award.

Attachment No.	Title	Date	No. of Pages			
BASIC CONTRACTS						
1	Statement of Work for Space Enablers (SpE)	26 April 2017	9			
2	Statement of Work for Space Solutions (SpS)	26 April 2017	9			
3	Contract Data Requirements List	<reserve< td=""><td>D></td></reserve<>	D>			
4	Representation of Limited Rights Data and Restricted Computer Software Attachment*	TBD	TBD			
5	Government Property Management Information Plan*	TBD	TBD			
6	Contractor's IT Security Plan*	TBD	TBD			
7	Contractor's Subcontracting Plan*	TBD	TBD			
8	(SpE Only) Contractor's Safety and Health Plan*	TBD	TBD			
9	Contractor's Organizational Conflicts of Interest Avoidance Plan*	TBD	TBD			
10	(SpE Only) Phase-In Plan*	TBD	TBD			
11	Applicable Documents to Statement of Works	<reserve< td=""><td>D></td></reserve<>	D>			
12	ORS Architecture**	<reserved></reserved>				
	SpE Task Order					
13	SpE Task Order 1 - Statement of Work for Rapid Response Space Works (RRSW) Facility Operation and Mission Readiness	26 April 2017	9			
14	SpE Task Order 1 – List of Government Furnished Property (GFP)	<reserve< td=""><td>D></td></reserve<>	D>			
15						
	SpS Task Orders	T	1			
16	SpS Task Order 1 - Statement of Work for Tactical Persistence Development	26 April 2017	6			
17	SpS Task Order 2 - Statement of Work for Cloud Characterization Satellite (CCSat)	26 April 2017	20			
18	SpS Task Order 1 – Tactical Persistence Mission Statement**	<reserve< td=""><td>D></td></reserve<>	D>			
19	SpS Task Order 2 – CCSat Capability Requirements Document**	<reserved></reserved>				

^{*}To be incorporated at time of award or by subsequent modification

^{**} Available by request to the Contracting Officer.

The attachments that are marked **<RESERVED>** will be released as they are available.

(b) The following documents, exhibits, and attachments are included only in the solicitation.

Attachment	Title	No. of Pages				
No.						
1	Proposal Cover Sheet (JA 038)	<reserved></reserved>				
2	SpE Cost Template Workbook	<reserved></reserved>				
3	SpS Price Template Workbook	<reserved></reserved>				
4	Facility Capital Cost of Money Computation (Form CASB-CMF)	<reserved></reserved>				
5	Contract Facilities Capital Cost of Money (DD Form 1861)	> <reserved></reserved>				
6	NASA HQ Recommended Escalation Rates	<reserved></reserved>				
7	Past Performance Questionnaire	<reserved></reserved>				
8	Technology Readiness Level Definitions	1				
	SpE Task Order 1: Rapid Response Space Works (RRSW)					
9	SpE Task Order 1 – RRSW Facility Plan**	<reserved></reserved>				
10	SpE Task Order 1 – NASA Standard Labor Categories and Historical Hours	<reserved></reserved>				

** Available by request to the Contracting Officer.

The attachments that are marked **<RESERVED>** will be released as made available.

(End of Clause)

[End of Section]



SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2017)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is <u>541712 for Research and Development in the Physical, Engineering, and Life Sciences (except Biotechnology) with an exception of Space Vehicles and Guided Missiles, their Propulsion Units, their Propulsion Units Parts, and their Auxiliary Equipment and Parts.</u>
- (2) The small business size standard is 1,250 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- [] (i) Paragraph (d) applies.
- [] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.
- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (ix) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

- (xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed \$50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed \$500,000, which are issued after April 24, 2017. NOTE TO PARAGRAPH (C)(1)(XVI): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the FEDERAL REGISTER advising the public of the termination of the injunction.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (ix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.)
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.
- (xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. This provision applies to all solicitations.
- (xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer:
- X (i) 52.204-17, Ownership or Control of Offeror.
- X (ii) 52.204-20, Predecessor of Offeror.
- _ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- _ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification.
- _ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.
- _ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- _ (vii) 52.227-6, Royalty Information.
- _ (A) Basic.
- (B) Alternate I.

X (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through https://www.acquisition.gov. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer

FAR Clause No.	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

K.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

- (a) Definitions. As used in this provision—
- "Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.
- "Federal contracts and grants with total value greater than \$10,000,000" means—
- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules). "Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).
- (b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.
- (c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:
- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
- (A) The payment of a monetary fine or penalty of \$5,000 or more; or
- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via https://www.acquisition.gov (see 52.204-7).

(End of Provision)

K.3 FAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

- (a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.
- (b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]-
- [] (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or
- [] (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of Provision)

K.4 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

- I. Disclosure Statement-Cost Accounting Practices and Certification
- (a) Any contract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:
- [] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:
- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and (ii) One copy to the cognizant Federal auditor.
- (Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.) Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

- [] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.
- [] (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[] Yes [] No

(End of Provision)

K.5 FAR 52.230-7 PROPOSAL DISCLOSURE-COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[] Yes [] No

If the offeror checked "Yes" above, the offeror shall-

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used: and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

K.6 FAR 52.234-3 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM-POSTAWARD INTEGRATED BASELINE REVIEW (NOV 2016)

(Applicable to task orders issued under SpS where EVMS is required)

- (a) The offeror shall provide documentation that the Cognizant Federal Agency has determined that the proposed earned value management system (EVMS) complies with the EVMS guidelines in Electronic Industries Alliance Standard 748 (EIA-748) (current version at time of solicitation).
- (b) If the offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a) of this provision, the offeror shall submit a comprehensive plan for compliance with the EVMS guidelines.
- (1) The plan shall—
- (i) Describe the EVMS the offeror intends to use in performance of the contracts;
- (ii) Distinguish between the offeror's existing management system and modifications proposed to meet the guidelines;
- (iii) Describe the management system and its application in terms of the EVMS guidelines;
- (iv) Describe the proposed procedure for administration of the guidelines, as applied to subcontractors; and
- (v) Provide documentation describing the process and results of any third-party or self-evaluation of the system's compliance with the EVMS guidelines.
- (2) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.
- (3) The Government will review and approve the offeror's plan for an EVMS before contract award.

(4) The offeror's EVMS plan must provide milestones that indicate when the offeror anticipates that the EVM system will be compliant with the EIA-748 guidelines.

(c) Offerors shall identify the major subcontractors, or major subcontracted effort if major subcontractors have not been selected, planned for application of the guidelines. The prime Contractor and the Government shall agree to subcontractors selected for application of the EVMS guidelines.

(End of Provision)

K.7 NFS 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA – REPRESENTATION (DEVIATION) (FEB 2012)

- (a) Definition "China" or "Chinese-owned" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.
- (b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.
- (c) Representation. By submission of its offer, the offeror represents that the offeror is not China or a Chinese-owned company.

(End of Provision)

[End of Section]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR website: http://acquisition.gov/far/index.html

NFS website: http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

DFARS website: http://farsite.hill.af.mil/vfdfara.htm
AFFARS website: http://farsite.hill.af.mil/vfdfara.htm

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE
52.204-7	OCT 2016	SYSTEM FOR AWARD MANAGEMENT
52.204-16	JUL 2016	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION
52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
52.215-22	OCT 2009	LIMITATIONS ON PASS-THROUGH CHARGESIDENTIFICATION OF
		SUBCONTRACT EFFORT
52.216-27	OCT 1995	SINGLE OR MULTIPLE AWARDS; (Applicable to SpS)
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE
		EVALUATION
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.232-13	APR 1984	NOTICE OF PROGRESS PAYMENTS
52.237-1	APR 1984	SITE VISIT
52.237-10	MAR 2015	IDENTIFICATION OF UNCOMPENSATED OVERTIME

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NO.	DATE	TITLE
1852.223-73	JUL 2015	SAFETY AND HEALTH PLAN (APPLICABLE TO SPE)
1852.227-71	APR 2015	REQUEST FOR WAVIER OF RIGHTS TO INVENTIONS
1852.227-84	APR 2015	PATENT RIGHTS CLAUSES
1852.233-7	DEC 2015	PROTEST TO NASA

III. DEFENSE FAR SUPPLEMENT (48 CFR CHAPTER 2)

CLAUSE NO. DATE	TITLE
None included by reference	

IV. AIR FORCE FAR SUPPLEMENT (48 CFR CHAPTER 53)

17. / (11.1.1.01.1.	01111100	VI EEMENN (10 ON CONTAIN TERCOO)
CLAUSE NO.	DATE	TITLE
None included b	y reference	

(End of Provision)

L.2 FAR 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) (ALTERNATE IV) (OCT 2010)

- (a) Submission of certified cost or pricing data is not required.
- (b) Provide information described below in provision L.8 Proposal Preparation Specific Instructions, paragraph (c) Cost/Price Proposal (Volume III) of the respective section for the requirement being proposed (SpE or SpS).

(End of Provision)

L.3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates an Indefinite Delivery Indefinite Quantity (IDIQ) contract that may include Cost-Plus Fixed Fee (CPFF) and Firm Fixed Price (FFP) task orders for SpE and Cost-Plus-Incentive-Fee (CPIF), FFP, and CPFF task orders for SpS.

(End of Provision)

L.4 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

James Shumway NASA Ames Research Center Mail Stop 241-1, Moffett Field, CA 94035-0001 Email: James.N.Shumway@nasa.gov

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L.5 NFS 1852.215-77 PREPROPOSAL/PRE-BID CONFERENCE (APR 2015)

- (a) A SSPEDI Industry Day will be held on 3-4 May 2017.
- (b) Attendance is neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation.
- (c) An Industry Day Special Notice was posted to the Federal Business Opportunities (FBO) link on 10 April 2017 with additional details: https://www.fbo.gov/spg/NASA/ARC/OPDC20220/NNA17608320R/listing.html
- (d) Material that is presented at Industry Day and relevant Q&A will be made available to potential offerors.

(End of Provision)

L.6 PROPOSAL PREPARATION--GENERAL INSTRUCTIONS

(a) Offerors shall submit one proposal only and it shall be clearly defined as either SpS or SpE. Offerors are not allowed to submit proposals for both efforts. Offerors that submit one proposal that combines the SpE and SpS requirements, or multiple proposals, will not be considered.

Offerors shall submit proposals in three volumes as specified below for either SpE in Table 1 or SpS in Table 2. Each component of the proposal shall be complete and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part. Unless otherwise noted, all proposal components shall be submitted as printed (paper) copies.



Space Enablers (SpE)

Table 1

SpE Proposal	Required Copies to NASA-ARC Addressed per SF 33, Block 9		
Component	Original	Additional	Electronic
Cover Letter	1	1	2
Volume I - Mission Suitability	1	1	2
A. Management Approach			
(1) SpE Basic SOW			
(2) Task Order 1 – RRSW Facility Operation and			
Mission Readiness			
B. Technical Approach			
(1) SpE Basic SOW			
(2) SpE Task Order 1 – RRSW Facility Operation and Mission Readiness			
C. Small Business Utilization			
Volume II - Past Performance	1	1	2
Volume III – Cost	1	1	2
(1) SpE Task Order 1 – RRSW Facility Operation and Mission Readiness			

Space Solutions (SpS)

Table 2

SpS Proposal	Required Copies to NASA-ARC Addressed per SF 33, Block 9		
Component	Original	Additional	Electronic
Cover Letter	1	1	2
Volume I - Mission Suitability	1	1	2
A. Management Approach			
(1) SpS Basic SOW			
(2) SpS Task Order 2 – CCSat			
B. Technical Approach			
(1) SpS Basic SOW			
(2) SpS Task Order 1 – Tactical Persistence Development			
(3) SpS Task Order 2 – CCSat			
C. Small Business Utilization			
Volume II - Past Performance	1	1	2
Volume III – Price	1	1	2
(1) Task Order 1 – Tactical Persistence			
Development			
(2) Task Order 2 – CCSAT			

Space Enablers (SpE) & Space Solutions (SpS)

- (1) Volume I, Mission Suitability. Both technical and management information shall be included in the mission suitability proposal. No cost/price data shall be included. Information shall be precise, factual, current, detailed and complete. Offerors shall not assume that the Source Evaluation Board (SEB) is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to the accomplishment of the work. The evaluation will be based on the information presented in Volume I. The proposal must specifically address each listed evaluation subfactor.
 - Offerors must identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe its approach to managing these risks, pursuant to NFS 1815.203-72, "Risk Management."
- (2) <u>Volume II, Past Performance</u>. The Past Performance factor indicates the relevant quantitative and qualitative aspects of each offeror's record of performing services, or delivering products, similar in size, content, and complexity of the requirements of this solicitation.
- (3) <u>Volume III, Cost.</u> Cost/price proposals must contain sufficient pricing information to support negotiation of the contract type noted in the applicable CLIN(s) being proposed in Clause "B.1, Supplies and/or Services to be Provided".
- (b) Include a cover letter with the proposal. The cover letter must be signed by an official authorized to contractually bind your company. As part of that letter, provide the following information:
 - a. The names, telephone numbers, and email addresses of persons to be contacted for clarification or questions.
 - b. If applicable, include a complete description and documentation for teaming or other such business arrangements.
 - c. A statement that the proposal is firm for a period of not fewer than 365 days.
 - d. A statement of acceptance of the anticipated contract provisions and proposed schedule, or specific exceptions taken to any of the terms and conditions.
 - e. A completed copy of the Standard Form 33 (SF33) signed by an official authorized to contractually bind the offeror. Include written acknowledgement of any solicitation amendments.
 - f. A completed response to any applicable CLIN(s) in Clause "B.1, Supplies and/or Services to be Provided" with the proposed amounts inserted in the appropriate blank spaces.
 - g. A completed response to section H, clause H.4 NFS 1852.235-71, Key Personnel and Facilities.
 - h. A completed response to FAR 52.227-23, Rights to Proposal Data (Technical), incorporated in clause I.1.
 - i. A completed response to section K, "Representations, Certifications and Other Statements of offerors."
 - j. A completed response to provision L.10 NFS 1852.245-80, Government Property Management Information. This Plan shall be submitted with the proposal but will not be evaluated for award. The Plan will be reviewed and approved by the Contracting Officer and finalized prior to issuance of any GFP as indicated on each applicable task order.

k. A list of the most recent reviews of the offeror's management system(s) (e.g., purchasing, accounting, property, estimating) and copies of letters from Defense Contract Audit Agency (DCAA) or Defense Contract Management Agency (DCMA) noting approval. Information must identify the type and results of the review, the cognizant Government agency making the review, systems approvals, if any, and the last date of a system approval. The offeror shall provide copies of any approvals. The offeror shall also provide the DCMA point of contact, including name, address, phone number, and email address.

- (c) All proposal volumes shall be submitted in accordance with the instructions, and to the address specified in Block 9 of the SF33 no later than the date and time prescribed.
- (d) Solicitation attachments listed in section J with "**" are for proposal use only. These attachments will only be made available to offerors by request to the Contracting Officer, James N. Shumway, via e-mail at james.n.shumway@nasa.gov and Contract Specialist, Robin De Leon, via e-mail at rosalinda.r.deleon@nasa.gov with the subject: NNA17608320R Request for (indicate either SpE or SpS) Attachments.
- (e) Electronic copies of each proposal volume shall be submitted in addition to the hard copies specified. The electronic format data shall be provided on quality, virus-scanned, virus-free USB stick with an external label/packaging indicating: (1) the name of the offeror, the RFP number, and (2) a list of the files contained on the USB. In the event of any inconsistency between data provided on electronic media and proposal hard copies, the original hard copy data will be considered to be the intended data. Written portions of the proposal shall be in Portable Document Format (PDF). The electronic copies of the Cost/Price Template Workbook in section J, paragraph J.1(b), attachments 2 and 3 (as applicable), are required to be saved and submitted in Excel (.xlsx) format, not as a PDF.
- (f) Proposals shall be submitted in a format that addresses all evaluation factors. Information pertinent to the factors shall be included in their respective proposal volumes. The proposal content must provide a basis for evaluation against the requirements of the solicitation.
- (g) Binding and Labeling: Each volume of the proposal shall be separately bound in a three-ring loose-leaf binder that shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the offeror's name. The same identifying data shall be placed on the spine of each binder. The offeror shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," and FAR 3.104-4, "Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information."
- (h) Late Submission: Any volume submitted after the specified time will cause the entire proposal to be considered late in accordance with provision FAR 52.215-1, "Instructions to Offerors—Competitive Acquisition."

(End of Provision)

L.7 NFS 1852.215-81 PROPOSAL PAGE LIMITATIONS (APR 2015)

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation:

Space Enablers (SpE)	
SpE Proposal Component	Page Limit*
Cover Letter	No Limit
Volume I - Mission Suitability	100
A. Management Approach	See Below
(1) SpE Basic SOW	Included in Vol.1 Limit
(a) Organizational Conflicts of Interest Plan	No Limit
(2) Task Order 1 – RRSW Facility Operation and Mission Readiness	Included in Vol.1 Limit
B. Technical Approach	See Below
(1) SpE Basic SOW	Included in Vol.1 Limit
(2) Task Order 1 – RRSW Facility Operation and Mission Readiness	Included in Vol.1 Limit
C. Small Business Utilization	No Limit
Volume II - Past Performance	10**
Volume III – Cost	See Below
(1) Task Order 1 – RRSW Facility Operation and Mission Readiness	No Limit

^{*}These limits apply only to content pages. Paragraph (c) of this provision lists page types which are not affected by this limit.

Space Solutions (SpS)

SpS Proposal Component	Page Limit*
Cover Letter	No Limit
Volume I - Mission Suitability	100
A. Management Approach	See Below
(1) SpS Basic SOW	Included in Vol.1 Limit
(2) Organizational Conflicts of Interest Plan	No Limit
(3) Task Order 2 – CCSat	Included in Vol.1 Limit
B. Technical Approach	See Below
(1) SpS Basic SOW	Included in Vol.1 Limit
(2) Task Order 1 – Tactical Persistence	Included in Vol.1 Limit
(3) Task Order 2 – CCSat	Included in Vol.1 Limit
C. Small Business Utilization	No Limit
Volume II - Past Performance	10**
Volume III – Price	See Below
(1) Task Order 1 – Tactical Persistence	No Limit
(2) Task Order 2 – CCSat	No Limit

^{*}These limits apply only to content pages. Paragraph (c) of this provision lists page types which are not affected by this limit.

^{* *}This limit does not apply to past performance questionnaire responses or the Past Performance Relevant Contracts table located in provision L.8, paragraph (b), subparagraph B.

^{* *}This limit does not apply to past performance questionnaire responses or the Past Performance Relevant Contracts table located in provision L.8, paragraph (b), subparagraph B.

(b) A written page for the remaining sections of the proposal is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, single spaced, and shall use Arial 12-point font text. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used. Diagrams, charts, tables, and photographs shall contain Arial font text in a size no smaller than 12-point. All text must be clearly legible.

- (c) Title pages, table of contents, cross-referencing matrix, lists of acronyms, lists of figures and lists of tables, blank dividers, tabs, and glossaries are excluded from the page counts specified in paragraph (a) of this provision. In addition, Volume III of the proposal is not page limited. However, Volume III is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other Volumes of the proposal will be so construed and counted against that Volume's page limitation.
- (d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.
- (e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and pages will be returned to the offeror.

L.8 PROPOSAL PREPARATION – SPECIFIC INSTRUCTIONS

Space Enablers (SpE)

The contract award will be based on evaluation of the following factors:

- Mission Suitability (Volume I)
- Past Performance (Volume II)
- Cost (Volume III)

Proposals shall be submitted in a format that follows the format of the factors and their subfactors. Each proposal volume shall only contain information germane to that respective factor. (See the weighting for the factors and subfactors in section M, provision M.3 Weighting and Scoring)

(a) Mission Suitability (Volume I)

The Mission Suitability factor indicates, for each offeror, the merit or excellence of the work to be performed or product to be delivered. Information must be precise, factual, current, detailed and complete. Offerors must not assume that the evaluation team is aware of its company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to the accomplishment of the work.

- (1) The evaluation will be based on the information presented in the proposal. The proposal must specifically address each listed evaluation subfactor. Offerors shall identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe its approach to managing these risks.
- (2) The content of the offeror's Mission Suitability proposal shall provide the basis for evaluation of the offeror's response to the management and technical requirements of the RFP. Offerors shall identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe its approach to managing these risks.

The mission suitability proposal shall address the following subfactors:

INDEX OF VOL. I, MISSION SUITABILITY SUBFACTORS	
Subfactor Title	Elements
A. Management Approach	
(1) SpE Basic SOW	Management and Business Approach
	Staffing, Recruitment, Retention, and Training
	Organizational Conflicts of Interest Avoidance
	Plan
	Management of Classified Works
(2) SpE Task Order 1 - RRSW Facility	Phase-In Approach
Operation and Mission Readiness	
B. Technical Understanding/ Approach	
(1) SpE Basic SOW	Technical Plan
(2) SpE Task Order 1 - RRSW Facility	Technical Plan
Operation and Mission Readiness	
C. Small Business Utilization	

Note: The following outline should not be construed as an indication of the order of importance or relative weighting within individual elements of Mission Suitability subfactors as there are no discrete point values to any of the elements.

A. Management Approach – (Subfactor)

The offeror shall describe its management and business approaches to coordinate, perform, integrate, control, and accomplish the requirements of the SOW and task orders throughout the life of the contract. The offeror's proposal shall contain the information in the elements listed below and be organized in a similar outline:

(1) SpE Basic SOW

The offeror shall describe its management approach to accomplish the basic SOW as follows:

a. Management and Business Approach

1. Management Structure and Authorities

The offeror shall describe its specific approach for this effort including the following:

- i) Proposed management structure, functions, authority, and reporting system for the work to be performed under the SOW. Describe the structural connections or associations of the entities responsible for this work with any corporate or division organizations, any subcontractors and anticipated SpS contract awardees. Describe the applicability of the above to the anticipated type of work described in the SOW and ideas to maximize efficiency and effectiveness.
- ii) Process(es) and timeline for managing the contract including contract modifications, task modifications, handling changing environments, and problem resolution techniques.
- iii) Processes for planning, tracking and controlling all work and for supervising and monitoring performance to maintain and enhance the quality of services provided.
- iv) Approach to improve workflow, increase productivity, enhance communications, improve quality, and reduce costs, including through the exploitation of IT resources.

v) Proposed sub-contracting and cooperative business arrangements, if any, and its operational and technical benefits to the Government. Offeror shall describe its proposed approach for managing these arrangements to assure that the Government receives a quality product or service.

- vi) The offeror shall explain its approach to managing Mission Assurance requirements for operational satellites.
- vii) The offeror shall describe how it plans to manage interfaces with identified ground architectures and launch systems.
- viii) The offeror shall describe ideas and actions as to how it can reduce impediments to the rapid assembly, integration, and test (AI&T) processes that need to be developed to support the ORS activities.
- ix) Describe approach to manage hardware, drawings, data rights, and software management of externally and internally developed items.
- x) The offeror shall discuss how it proposes to comply with open non-proprietary information requirements for the Government.

2. Management of Task Orders (TOs)

The offeror shall describe its process for responding to and managing task order requests including the following:

- i) Approach to the management and planning process, analysis and risk assessment techniques, and system for development of cost and schedule estimates.
- Proposed approach to staffing multiple task requests competing for limited common workforce and skill sets.
- iii) Discussion of issues that may arise during task planning and performance, the proposed process for informing the task requestor, and proposed approaches to resolution of those issues.
- iv) Proposed process for reporting technical and cost issues to the task requestor.
- v) Proposed approach to identifying task performance problems and implementing corrective actions.
- vi) Identify potential cost and schedule risks and describe the proposed plan to manage and report on costs and schedule, and to prevent cost over-runs and schedule slips.

3. Access to Additional Resources

The offeror shall describe services, facilities, equipment, and staff assistance, both within and external to the company, to augment on-site staffing resources. Describe how these resources can be obtained and the corporate commitment and flexibility to provide these resources. The offeror shall describe the procedures through which the on-site management will access the corporate resources. Describe the benefits to the Government of the above-identified resources (in terms of mission impact, cost savings, technical resources, efficiency improvements, etc.) where appropriate.

b. Staffing, Recruitment, Retention and Training

The offeror shall describe its staffing and recruitment approach and rationale for the following:

1. Proposed approach to providing the staffing (skill mix) necessary to perform the requirements defined in the SOW. Include the rationale, qualifications, roles and responsibilities for proposed key personnel, along with commitment letters and resumes.

- 2. Provide recruitment plans, methods, and employee retention plans. Address plans for internal training, mentoring, and career development.
- 3. Address any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.

c. Organizational Conflicts of Interest Avoidance Plan

An Organizational Conflicts of Interest (OCI) Avoidance Plan shall be provided in the proposal. The Plan shall include a narrative which describes the contractor's procedures to ensure compliance with requirements and assurances that safeguards are in place to maintain control, handling and non-disclosure of sensitive data. Specifically, the plan shall address all the requirements identified in section H, paragraph H.6 ARC 52.209-99, Organizational Conflicts of Interest and Limitation on Future Contracting.

d. Management of Classified Work

Historically, work under classified task orders represented 60% of the total task order value and is an important aspect to the work to be performed under the SpE Contract. The contractor shall describe its ability to protect classified information at the TS/SCI level. The contractor shall provide its plan to provide staff with the required TS/SCI clearance with current completed Program Access Request (PAR) forms and Standard Form 86, Questionnaire for National Security Positions (SF 86) to meet any classified urgent needs that are identified at the task order level. The contractor shall demonstrate its ability to have these capabilities in place by award of the basic contract.

(2) Task Order 1 - RRSW Facility Operation and Mission Readiness

The offeror shall describe its management approach to accomplish the SPE Task Order 1 - RRSW Facility Operation and Mission Readiness task order as follows:

a. Phase-In Approach

The offeror shall provide its phase-in approach and rationale for the following:

- 1. Approach to ensure continuation of operations during contract turnover, addressing any possible issues that may be encountered during the initial and ongoing transition of personnel.
- 2. Approach to ensure safety requirements (including training and operational safety) are met.
- 3. Proposed key or other personnel (by title and function) that will participate during the phase-in, their availability during phase-in, and rationale for those proposed.
- 4. Estimate of, and supporting rationale for, the number of incumbent contractor employees expected to be hired.

B. Technical Understanding/Approach – (Subfactor)

The offeror shall provide a complete, balanced, and consistent, narrative that clearly demonstrates an understanding of all the technical areas of the work including task orders and their interrelationships. The offeror shall address how the broad spectrum of technical areas will be performed in a coherent, integrated manner that will meet each of the requirements contained in this request for proposal. Proposals that state that the offeror understands and will comply with the requirements described in the SOW is considered an inadequate response, as is paraphrasing. Statements such as "standard procedures will be employed" or "well known techniques will be used" do not indicate a sufficient level of awareness and understanding of the SOW, and will not be considered as an effective response to the solicitation.

(1) SpE Basic SOW

The offeror shall describe its technical approach to accomplish the basic SOW as follows:

a. Technical Plan

The offeror's proposal shall demonstrate its understanding of the requirements of the SOW and specifically address how the work would be accomplished as follows:

- 1. The offeror shall describe its approach to staying abreast of innovative technologies to improve processes, systems, or techniques required in the SOW and adopting them where appropriate.
- 2. The offeror shall identify technical risk areas to the successful fulfillment of the requirements and recommend approaches to minimize the likelihood and impact of those risks.
- 3. The offeror shall identify critical issues involved in all aspects of project performance including management, systems engineering, research and analysis, design and development, fabrication support, testing, computer modeling, technical writing, facility management and operation, software maintenance and support, computer systems administration and other functions necessary to complete projects.
- 4. The offeror shall describe how it will comply with launch and mission support requirements.
- 5. The offeror shall describe its methods to maintain design configuration management and ability to meet open standards.
- 6. The offeror shall describe its capability to support system integration activities, to include payload to bus integration.
- 7. The offeror shall explain its process for providing training for mission operators for exercises, rehearsals and actual mission support.
- 8. The offeror shall describe its plan to adopt externally developed RRSW processes (such as those developed by the SpS contractors) and develop new processes to meet mission requirements for an affordable, resilient ORS Response Capability.
- 9. The offeror shall describe its general approach to the operation and maintenance (O&M) of facilities used for spacecraft assembly, integration and testing.

(2) SpE Task Order 1 - RRSW Facility Operation and Mission Readiness

The offeror shall describe its technical approach to accomplish the task order as follows:

a. Technical Plan

The offeror's proposal shall demonstrate its understanding of the requirements of the task order and specifically address how the work will be accomplished as follows:

1. The offeror shall describe critical issues related to all aspects of mission execution and describe

its approach to addressing them, including areas of mission design, systems engineering, assembly integration and test, launch services, and mission operation.

- 2. The offeror shall describe its approach to conduct assembly, integration and test of components, subassemblies, systems, to meet and verify mission requirements.
- 3. The offeror shall identify technical risk areas to the successful fulfillment of the requirements and recommend approaches to minimize the likelihood and impact of those risks.
- 4. The offeror shall describe its approach to staying abreast of innovative technologies to improve processes, systems, or techniques required in the SOW and adopting them where appropriate.
- 5. The offeror shall describe how it plans to use the facility equipment based on the support facility requirements document in section J, paragraph J.1 (b), attachment 9, to include any additional equipment and office space required to operate the facility. Define the facility plan and schedule, operation, safety, and maintenance of the facilities. The proposal should be based on ideas for improving what already is part of RRSW (automation, and other process improvements, etc.).

C. Small Business Utilization – (Subfactor)

All offerors, except small businesses, must complete the portion of the instructions under Small Business Subcontracting specific to the Small Business Subcontracting Plan. Small businesses are not required to submit Small Business Subcontracting Plans in response to section (1), below; however, small businesses are required to indicate the amount of effort proposed to be performed by a small business either at the prime level or at the first-tier subcontract level. All offerors are required to respond to section (2) below, the Commitment to the Small Business Program.

(1) Small Business Subcontracting

This solicitation contains FAR clause 52.219-9, Small Business Subcontracting Plan, Alternate II (Nov 2016). The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with the proposal.

a. The Contracting Officer's assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of total contract value (basic and all options combined), is as follows:

Small Businesses (SB)	15.0%
Small Disadvantaged Business Concerns (SDB)	5.0%
Women Owned Small Business Concerns (WOSB)	2.0%
HUBZone Small Business Concerns (HBZ)	1.0%
Veteran Owned Small Business Concerns (VOSB)	3.0%
Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB)	1.0%

- 1. The numbers above reflect the Contracting Officer's assessment of the appropriate subcontracting goals to be achieved at the completion of contract performance. If it is anticipated that the proposed small business goals will not be met by the submission of the first Individual Subcontracting Report (ISR) for this effort as required by FAR clause 52.219-9, "Small Business Subcontracting Plan, Alternate II (Nov 2016), the offeror should discuss its approach to include timeline for meeting these goals and the rationale for it.
- 2. Offerors are encouraged to propose goals that are equivalent to or greater than those recommended by the Contracting Officer. However, offerors must perform an independent assessment of the small business subcontracting opportunities.

> 3. The plan submitted with the proposal shall be incorporated in section J, paragraph (a) of the resulting contract. The requirements in the Plan must flow down to large business major subcontractors' subcontracts expected to exceed \$700,000, or \$1,500,000 for construction of a public facility. Although these large business first tier contractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.

- 4. Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed in paragraph a above in terms of percent of Total Contract Value (basic and all options combined). NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. Offerors shall discuss the rationale for any goal proposed that is less than the Contracting Officer's recommended goal in any category. In addition, the offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the offeror plans during performance to increase participation in that category.
- 5. In addition to submitting a Small Business Subcontracting Plan in accordance with Section I, FAR clause 52.219-9, "Small Business Subcontracting Plan, Alternate II (Nov 2016), offerors shall complete Table SB-1 in this section, entitled Small Business Subcontracting Goals, which provides a breakdown of the offeror's proposed goals by small business category, expressed in terms of both a percent of total contract value and a percent of total planned subcontracts. Offerors shall modify the exhibit to show the proposed subcontracting goals for the basic contract requirement.

Table SB-1: Small Business Subcontracting Plan Goals

Example of Subcontracting Goals, expressed in both contract value and subcontract value, for a contract proposed at \$100M with estimated subcontracts of \$50M.

	Column A	Column B	Column C			
	Goal as Percent of Contract Value	Dollar Value to be subcontracted	Goal as Percent of Subcontracting			
		per Category	Value			
Small Business Concerns	15 percent	\$15,000,000	50 percent			
Large Business Concerns	n/a	\$35,000,000	50 percent			
Total Dollars to be Subcontracted	n/a	\$50,000,000	100 percent			
The following small business subcategories amount in the "Small Business Concerns" canny of the subcategories below, while others	ategory above, since s will fall into more th	some small business	ses do not fall into			
Subcategories of Small Business Concerns						
Women Owned Small Business Concerns	2 percent	\$2,000,000	4 percent			
Small Disadvantaged Business Concerns	5 percent	\$5,000,000	10 percent			
Veteran Owned Small Business Concerns	3 percent	\$3,000,000	6 percent			
Service-Disabled Veteran-Owned Small Business Concerns	1 percent	\$1,000,000	2 percent			
HUBZone Small Business Concerns	1 percent	\$1,000,000	2 percent			

It is recommended that offerors first complete Column B by entering the dollar amount the offeror proposes to subcontract to each business category and subcategory.

To complete Column A, divide the dollar amount in Column B by the **total offered price of the proposal** (that is, total contract value). In the example above, Column A for Veteran Owned Business Concerns = \$3,000,000 divided by \$100,000,000, or 3 percent.

To complete Column C, divide the corresponding amount in Column B by the amount in the "Total Dollars to be Subcontracted" cell in Column B. In the example above, Column C for Women-Owned Small Businesses = \$2,000,000 divided by \$50,000,000, or 4 percent.

Note: the "Total Dollars to be Subcontracted" amount in Column C will always be that category divided by itself (100 percent if any dollars are subcontracted).

(2) Commitment to the Small Business Program

- a. All offerors shall describe work that will be performed by small businesses. Proposals should also identify any work to be subcontracted that is considered "high technology." High Technology is defined as research and development efforts that are within or advance the state-of-the-art in technology discipline and are performed primarily by engineers, scientists, and highly skilled and trained technicians or specialists.
- b. If the subcontractor(s) is known, offerors must connect the work to the subcontractor and specify the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments). (Small Business offerors shall provide this information to the extent subcontracting opportunities exist in its approach to performing the requirement.)
- c. All offerors shall provide information demonstrating the extent of commitment to utilize small business concerns and to support its development. Information provided should include a brief description of established or planned procedures and organizational structure for Small Business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and Small Business identification, and relevant purchasing procedures. For Other than Small (Large) Business offerors, this information should conform to applicable portions of the submitted Small Business Subcontracting Plan. Small Business offerors shall provide this information to the extent subcontracting opportunities exist in its approach to performing the requirement.)

(b) Past Performance Proposal (Volume II)

The goal of this factor is to obtain information regarding the relevant past performance of the offeror and its major subcontractors. For purposes of this solicitation, "major subcontractors", is defined as subcontracting dollars of \$1,000,000 or more covering a performance period of up to five (5) years. "Offeror" and "Major Subcontractor," for purposes of this solicitation includes predecessor companies.

As a minimum, the past performance proposal shall include the following:

(1) For the prime, a list of not more than three (3) relevant contracts (government and/or industry) each in excess of \$25,000,000 total contract value. For each major subcontractor, a list of not more than three (3) relevant contracts each in excess of \$5,000,000 total contract value. The relevant contracts for the prime and the major subcontractors shall be completed no more than 5 years ago, or currently on-going at least one year, similar in size, content, and complexity to the requirements of the current acquisition.

These contracts shall demonstrate the offeror's capabilities to perform this requirement. Include the contract numbers; Government agency or entity/company that placed the contract; Contracting Officer, telephone number, and email address; and a brief description of offeror's part of the work, period of performance, type of contract, method of competition (competitive, noncompetitive, set-aside), nature of award (initial or follow-on), the total dollar value of the offeror's portion, expenditures to-date (cost and fee), magnitude and cause of any direct or indirect cost overruns, average number of personnel on the contract per year, description of hardware, software, maintenance, and services procurements (if applicable), and other relevant information. Industry contracts involving subcontracting to another company that may have a prime contract with the government may be included. The offeror shall complete Table PP-1 in paragraph B. Past Performance Relevant Contracts to show the relevancy of each contract to this requirement.

- (2) Specific information is required from the offeror and proposed major subcontractors for past and active customers as identified in subparagraph (3) A. below. Past performance information may also be obtained by the Government through the Past Performance Information Retrieval System (PPIRS) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with Program Managers and Contracting Officers, and other sources known to the Government, including commercial sources. Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the offeror and data obtained from other sources.
- (3) The major areas to be evaluated for the Past Performance Factor are Relevant Technical Performance and Contract Management.

A. Information Provided by Offerors and Major Subcontractors

Information regarding relevant technical performance and contract management shall be supplied by the offeror and major subcontractors for the reference contracts that are identified in the paragraphs above (see (b)(1)). The offeror shall provide the other information described below.

(1) Relevant Technical Performance

The offeror and major subcontractors shall provide any relevant technical performance information for each of its reference contracts. The offeror and major subcontractors shall:

- a. Provide relevant technical contract metrics over the course of the contract that have been used to measure overall technical performance; highlight trends in the contract metrics and discuss specific steps taken to increase contract performance or overcome technical issues. Note that trends in contract performance may be either positive or negative, as applicable.
- b. Discuss how problems in meeting technical, operational, or schedule requirements were identified and communicated to the customer. Discuss how corrective action plan(s) were developed and implemented to mitigate the impact.
- c. Discuss whether task objectives were accomplished in a timely manner, and include relevant processes and/or specific examples of the independent accomplishment of task requirements that were recognized as significant by the customer.
- d. Provide a specific example(s) of communicating and collaborating across multiple requirements. Also provide a specific example(s) of integrating best practices or lessons learned into operations across the contract.
- e. Provide example(s) of evaluating and infusing new technology into operations specifically to exceed contract objectives and explain the impact.

(2) Contract Management

The offeror and major subcontractors shall provide any contract management information for each of its reference contracts. The offeror and major subcontractors shall:

- a. Discuss the approaches used to coordinate prime and subcontractors working across multiple, concurrent, complex, and geographically (if applicable) distributed tasks.
- b. Provide relevant management contract metrics over the course of the contract that have been used to measure overall management performance (including subcontracting goals); highlight trends in the contract metrics and discuss specific steps taken to increase contract performance or overcome management issues. Note that trends in contract performance may be either positive or negative, if applicable.
- c. Discuss methods and strategies used to hire qualified personnel in a timely manner. Provide the average time for filling vacant positions, the percent turnover each year of the contract, and describe the handling of any labor-related issues such as the arbitration of grievances by employees.
- d. Discuss changes made to lines of authority and/or key personnel during the contract, rationale for the changes, and its impact to contract performance.
- e. Describe the approach used for management of technology transfer including export control, Government sensitive, and third party proprietary data issues with specific example(s) of successful technology transfer, any challenges encountered, and how the challenges were resolved.
- f. Describe the approach used for process management including specific example(s) of process improvements and the resulting performance outcomes.
- g. Discuss how corporate or company resources (internal or external) such as services, facilities, equipment, and or staff assistance were utilized to improve contract performance.
- h. Discuss the approach used in dealing with changes to requirements, with specific example(s) which highlight the offeror's ability to quickly adapt to changing requirements.
- Discuss the approach used during the phase-in period that ensured efficient continuation of operations. Provide specific lessons learned and best practices developed from the contract phase-in efforts.

B. Past Performance Relevant Contracts

The offeror shall complete the table entitled "Past Performance Relevant Contracts" to include all of the relevant contracts for the prime and major subcontractors as described in section L, paragraph L.8(b)(1).

Enter the name of the offeror in the first gray row next to "Offeror." In the rows available below "Offeror," enter the agency contract number for each of the offeror's relevant contracts, enter "P" or "S" to indicate whether the offeror was a prime contractor or a subcontractor for that particular contract. For the work identified in each column, enter the number (or fraction) of the offeror's employees performing that work for that particular contract. Sum the total number of employees in the last column.

Enter the name of a major subcontractor in the second gray row next to "Major Subcontractor 1." In the rows available below "Major Subcontractor 1," enter the agency contract number for each of that major subcontractor's relevant contracts, enter "P" or "S" to indicate whether the major subcontractor was a prime contractor or subcontractor for that particular contract. For the work identified in each column, enter the number (or decimal) of the major subcontractor's employees performing that work for that particular contract. In the last column, provide the total number of employees on the contract.

Continue for each of the major subcontractors using the rows for "Major Subcontractor 2:" "Major Subcontractor 3:" etc. Additional rows may be used if necessary to include additional major subcontractors.

Table PP-1: SpE Past Performance Relevant Contracts

	Space Enablers (SpE) Relevant Work						
Agency – Contract No./ Company	System Engineering and Integration (a)	Integrated Logistics Support (b)	Assembly Integration and Test (c)	Rapid Manufacturing (d)	Space Vehicle Integration Facility (e)	Total (a)+(b)+(c)+ (d)+(e)	Total Employees on Contract
Prime Contractor:							
			1				
Major Subcontractors:							
Other Governme	ent Contract	:s:					
Contract Number	• ///	Point of Co	ntact (name,	telephone	e number, en	nail address)	

C. Past Performance Questionnaires

(to be submitted directly to the Contracting Officer)

All information requested must concern contracts considered to be relevant in technical requirements, size, and complexity to the contract expected to be awarded from this RFP. This information shall concern only work performed by the offeror's or major subcontractors' business unit that will perform the work under this contract, if awarded. Each offeror is responsible for assuring that the customers return completed questionnaires directly to James N. Shumway, Contracting Officer, via email to james.n.shumway@nasa.gov and Robin De Leon, Contract Specialist, via email to james.n.shumway@nasa.gov, at least 10 days prior to the proposal due date. If the offeror or major subcontractor does not have enough references to meet these requirements, references shall be provided to the maximum extent possible. The questionnaires returned to the Government will not be counted against the Past Performance proposal's page limitation.

- (1) Each offeror and major subcontractor shall submit a list of the Agencies/Companies who will be responding to the Past Performance Questionnaire in section J, paragraph J.1 (b), attachment 7 for each active (underway at least one year) or recently completed (within the last five years) relevant contract valued at or above the major subcontract threshold, and for each reference identified in paragraphs 2 and 3 below. The offeror must submit this list directly to James N. Shumway, Contracting Officer, via email to james.n.shumway@nasa.gov and Robin De Leon, Contract Specialist, via email to james.n.shumway@nasa.gov, at least 10 days prior to the proposal due date.
- (2) For relevant contracts, each offeror and major subcontractor shall send a blank Past Performance Questionnaire to the cognizant Contracting Officer or the Contracting Officer's Representative for completion.

(c) Cost Proposal (Volume III)

A. Introduction

The offeror's cost proposals shall consist of a Cost Plus Fixed Fee proposal for SpE Task Order 1 – RRSW Facility Operation and Mission Readiness. Proposed costs will be analyzed to determine the cost and associated risks of doing business with the offeror.

The Government assumes adequate price competition will exist thereby negating the need for the certification of cost and pricing data with this proposal submission (See FAR 15.403-1).

The offeror's cost proposal shall be submitted in one volume labeled "Volume III Cost Proposal". To ensure the Government is able to perform a fair assessment of the proposed pricing, a responsive submission shall:

- (1) Explain in detail all pricing and estimating techniques;
- (2) Disclose the basis of all projections, rates, ratios, percentages, and factors in sufficient detail to facilitate the Source Evaluation Board's (SEB's) understanding and ability to mathematically verify the results of these estimating tools;
- (3) Comply with FAR Clause 52.222-46, Evaluation of Compensation for Professional Employees;
- (4) Comply with applicable Federal Acquisition Regulation (FAR) and NASA FAR Supplement (NFS) requirements;

(5) Include a narrative portion that explains all judgment-based elements of cost/price projections and profit policies including any proposed price ceilings and team fee sharing arrangements. Submit the proposed fixed fee rate to be used on all applicable CPFF task orders. Profit on all Firm Fixed Price requirements will be negotiated at the task order level (determination to issue each task order as CPFF or FFP will be made based on each requirement); and

(6) Include a completed and signed Proposal Cover Sheet (Form JA 038), all Exhibits of the Cost Template Workbook, a properly completed Table CP-1 (Proposal Prime/Subcontractor Information Summary), and all information specified in paragraphs B through I, below.

The RFP-specified formats provided herein are structured on a Contract Year (CY) for cost elements applicable at the basic level, or Task Order Year (TYO) for cost elements specific to the task order. In preparing the proposal, summary level information is required by the templates. However, the offeror's own format shall be used for submitting supporting information. Offerors are instructed to complete all applicable templates provided herein and provide supporting information to explain the basis of estimate for the proposed amounts.

For cost proposal purposes, major subcontractors are defined as those subcontractors providing a total value of \$5,000,000 or more for the total task order period of performance.

In addition to the prime offeror submitting a cost proposal, any major subcontractor with a potential estimated total value in excess of \$5,000,000 for the total task order period of performance shall also submit a cost proposal following the specified format.

Cost proposals shall be submitted using Government provided cost templates described below. The templates are included in section J, paragraph (b), attachment 2, "SpE Cost Template Workbook."

Prospective subcontractors shall submit its cost proposals through the prime offeror. If a subcontractor does not wish to reveal proprietary data to the prime offeror, it may provide its fully detailed cost proposal (both hard copy and electronic copy) in a sealed envelope and also provide a "sanitized" version to the prime offeror showing only a summary of proposed direct labor hours, proposed total estimated cost and proposed fee, but not the data leading to the development thereof. The prime offeror is responsible for submitting a comprehensive proposal including all required subcontractor proposals no later than the date and time specified in this RFP.

A Work Year Equivalent (WYE) is a full time equivalent that is defined as follows: the proposed productive hours needed to comprise one average full time employee. A WYE may be composed of one employee or several part time employees. A productive WYE is defined as follows: the total available hours for productive work in a year, excluding overtime and paid time off (vacation, holiday, etc.).

All dollar amounts for proposed costs shall be rounded to the nearest whole dollar, \$xxx,xxx. All direct labor rates shall be rounded to the nearest penny, \$xx.xx. All indirect cost rates (percentages) shall be rounded to the second decimal place, xx.xx%. All Cost of Money Factors, if proposed, shall be rounded to the third decimal place if expressed as a percentage (xx.xxx%) or the fifth decimal place if expressed as a decimal (0.xxxxx). Offerors and subcontractors shall accomplish this by use of the ROUND function in Excel for all costs and rates computed by formula (such as Year 2 labor rate = Year 1 labor rates x [1 + escalation factor] or fringe benefits costs = direct labor cost x fringe benefits rate).

B. Cost Template Workbook

<Reserved>

C. Cost Proposal Organization

<Reserved>

D. Accounting System

The offeror shall provide a brief description of its accounting system. Award of a cost-reimbursement type contract requires an accounting system capable of accurately collecting, segregating and recording costs by contract [FAR 16.301-3(a) (3)]. If your system has previously been reviewed and approved by the Government, provide the name and telephone number of the cognizant Government office.

E. Purchasing System

The contractor shall provide evidence of a Government approved purchasing system to ensure the contractor's purchasing policies and practices are efficient and provide adequate protection of the Government's interests. If your system has previously been reviewed and approved by the Government, provide the name and telephone number of the cognizant Government office.

F. Facilities Capital Cost of Money

The amount for Facilities Capital Cost of Money must be separately identified and computed in accordance with Cost Accounting Standards (CAS) 414. To claim this cost, the amount must be calculated using Forms CASB-CMF and DD 1861 (See Section J.1 (b) Attachments 4 and 5). NOTE: When Facilities Capital Cost of Money is included in the offeror's proposal it shall not be included in the cost base for calculating profit/fee.

G. Fixed Fee

The proposed fixed fee rate will apply to all CPFF task orders issued under SpE. In addition, the proposed fixed fee rate will apply to any associated changes to CPFF task orders. The fixed fee will be established by application of the proposed fixed fee rate to the estimated, not the actual, cost of the task for the elements of cost to which the offeror proposes to apply the fee rate. (For example, the offeror may propose to apply the fee rate to all elements of cost except ODCs, or may propose a different fee rate or structure for ODCs.) Submit the proposed fixed fee rate(s) to be used on the contract.

NOTE: The offeror shall use the proposed fixed fee rate(s) to complete the Cost Template Workbook Exhibits, where applicable. For FFP task orders, profit will be proposed for each task order.

H. New Mexico Gross Receipts Tax (NMGRT)

NMGRT may be applicable to the proposed effort. For assistance in determining the extent to which NMGRT may apply and applicable rates, contact the New Mexico Taxation and Revenue Department, 5301 Central Ave., NE, PO Box 8485, Albuquerque, NM 87198, (505) 841-6200, http://www.state.nm.us/tax/.

I. <u>Proposal Prime/Subcontractor Information Summary</u>

All offerors shall submit a completed Table CP-1 for the prime offeror, each team member and all major subcontractors having a contract value of \$5,000,000 or greater to provide information for use by NASA in the public contract award notification. Major subcontractors valued at \$5,000,000 or greater are to submit a completed Table CP-1 below for all of its subcontractors with a value of \$5,000,000 or greater.

It is important that all information be complete and accurate to include the identification of the 9 digit United States Postal Service (USPS) Zip Code for all prime and subcontractors.

TABLE CP-1: PROPOSAL PRIME/SUBCONTRACTOR INFORMATION SUMMARY

Offerors and subcontractor information	ors are to fill-in the italicized areas in column 2 with the required
Prime/Subcontractor	Identify name of the prime offeror or a major subcontractor
Title:	The title of the effort you have contracted or the program name subcontracted
Description:	A brief non-technical description of the work, including identification of the program and project.
Period of Performance:	The length from start date to completion date of the contracted effort.
Type of Action:	Follow-on
Contract Type:	[if prime:] Cost Plus Fixed Fee (CPFF) and Firm Fixed Price (FFP) [if subcontractor, select the appropriate type:]: Firm Fixed Price, Cost Plus Award Fee, Cost Plus Fixed Fee, Time-and-Materials, or describe
	other contract type
Company:	The name of the prime, team member or subcontractor
Address:	Full USPS street address to include suite or apartment numbers
Performance Location:	City and State of the principal work performance location(s)
USPS 9-digit Zip Code	Enter the 9 digit USPS Zip Code XXXXX-XXXX for performance location. The 9-digit Zip code is a Mandatory Requirement.
Estimated Price	\$ amount rounded to the nearest \$1,000
with Options	
Subcontractors: (>\$5M)	List all subcontractors and its business size status for each first-tier subcontract worth \$5,000,000 or more for each task order performance.
Small Business Subcontracting Goals:	Small business and small disadvantaged business subcontracting goals both in dollars and percentage of the value of the action (including all options if any)- If 'none" fill out box as "N/A"

Space Solutions (SpS)

The contract award will be based on evaluation of the following factors:

- Mission Suitability (Volume I)
- Past Performance (Volume II)
- Cost (Volume III)

Proposals shall be submitted in a format that follows the format of the factors and their subfactors. Each proposal volume shall only contain information germane to that respective factor. (See the weighting for the factors and subfactors in section M, provision M.3 Weighting and Scoring.)

(a) Mission Suitability (Volume I)

The Mission Suitability factor indicates, for each offeror, the merit or excellence of the work to be performed or product to be delivered. Information must be precise, factual, current, detailed and complete. Offerors must not assume that the evaluation team is aware of its company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to the accomplishment of the work.

- (1) The evaluation will be based on the information presented in the proposal. The proposal must specifically address each listed evaluation subfactor. Offerors shall identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe its approach to managing these risks.
- (2) The content of the offeror's mission suitability proposal shall provide the basis for evaluation of the offeror's response to the management and technical requirements of the RFP. Offerors shall identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe its approach to managing these risks.
- (3) If the SEB determines that a proposal does not adequately demonstrate that the offeror will be able to perform the work with the resources proposed, the SEB may determine this to be a mission suitability weakness, adversely affecting the offeror's Mission Suitability scores, if appropriate. This integration between mission suitability findings and probable cost adjustments is critical to accomplishing cost realism.

The mission suitability proposal shall address the following subfactors:

INDEX OF VOL. I, MISSION SUITABILITY SUBFACTORS	
Subfactor Title	Elements
A. Management Approach	
(1) SpS Basic SOW	Management and Business Approach
	Staffing, Recruitment, Retention, and
	Training
	Organizational Conflicts of Interest
	Avoidance Plan
	Management of Classified Work
(2) SpS Task Order 2 - CCSat	Management and Business Approach
B. Technical Understanding/	
Approach	
(1) SpS Basic SOW	Technical Plan
(2) SpS Task Order 1 – Tactical	Technical Plan
Persistence Development	
(3) SpS Task Order 2 - CCSat	Technical Plan
C. Small Business Utilization	

Note: The following outline should not be construed as an indication of the order of importance or relative weighting within individual elements of Mission Suitability subfactors as there are no discrete point values to any of the elements.

A. Management Approach – (Subfactor)

The offeror shall describe its management and business approaches to coordinate, perform, integrate, control, and accomplish the requirements of the SOW and task orders throughout the life of the contract. The offeror's proposal shall contain the information in the elements listed below and be organized in a similar outline:

(1) SpS Basic SOW

The offeror shall describe its management approach to accomplish the basic SOW as follows:

a. Management and Business Approach

1. Management Structure and Authorities

The offeror shall describe its specific approach for this effort including the following:

- i) Proposed management structure, functions, authority, and reporting system for the work to be performed under the SOW. Describe the structural connections or associations of the entities responsible for this work with any corporate or division organizations, any subcontractors and anticipated SpE and SpS contract awardees. Describe the applicability of the above to the anticipated type of work described in the SOW.
- ii) Process(es) and timeline for managing the contract including contract modifications, task modifications, handling changing environments, and problem resolution techniques.
- iii) Proposed employee performance standards, methods for maintaining performance at those standards and proposed employee performance incentives.

iv) Proposed sub-contracting and cooperative business arrangements, if any, and its operational and technical benefits to the Government. Describe your proposed approach for managing these arrangements to assure that the Government receives a quality product or service.

- v) Approach to managing Mission Assurance requirements for operational satellites.
- vi) Approach to manage interfaces with ground architectures and launch systems.
- vii) Approach to manage the requirements for multi-mission modular buses and multi-mission modular payloads, to include a phased approached as to how it will achieve the objective of an affordable, resilient ORS Response Capability.
- viii) Ideas and actions as to how it can reduce impediments to the rapid assembly, integration, and test (AI&T) processes that need to be developed to support the ORS activities.
- ix) Approach to management of software, hardware, drawings, and data rights software management of externally and internally developed items.

2. Management of Task Orders (TOs)

The offeror shall describe its process for responding to and managing task order requests including the following:

- i) Approach to the management and planning process, analysis and risk assessment techniques, and system for development of cost and schedule estimates.
- ii) Proposed approach to staffing multiple task requests competing for limited common workforce and skill sets.
- iii) Discussion of issues that may arise during task planning and performance, the proposed process for informing the task requestor, and proposed approaches to resolution of those issues.
- iv) Proposed process for reporting technical and cost issues to the task requestor.
- Proposed approach to identifying task performance problems and implementing corrective actions.
- vi) Identify potential cost and schedule risks and describe the proposed plan to manage and report on costs and schedule, and to prevent cost over-runs and schedule slips.

3. Planned Resources

The offeror shall describe services, facilities, equipment, and staff assistance, both within and external to the company, to augment resources at its facility. Describe how these resources can be obtained and the corporate commitment and flexibility to provide these resources. The offeror shall describe the procedures through which the offeror will access the corporate resources. Benefits to the Government of the above identified resources (in terms of mission impact, cost savings, technical resources, efficiency improvements, etc.) where appropriate.

b. Staffing, Recruitment, Retention and Training

The offeror shall describe its staffing and recruitment approach and rationale for the following:

1. Proposed approach to providing the staffing (skill mix) necessary to perform the requirements defined in the SOW. Include the rationale, roles and responsibilities for proposed key personnel, along with commitment letters and resumes.

- 2. Provide recruitment plans, methods, and employee retention plans. Address plans for internal training, mentoring, and career development.
- 3. Address any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.
- 4. Identification of risk areas and recommend approaches to minimize the likelihood and impact of those risks.

c. Organizational Conflicts of Interest Avoidance Plan

An Organizational Conflicts of Interest Avoidance Plan shall be provided in the proposal. The Plan shall include a narrative which describes the contractor's procedures to ensure compliance with, and assurances that all safeguards are in place to maintain control, handling and non-disclosure of sensitive data in conformance with contract requirements. Specifically, the plan shall address all the requirements identified in section H, paragraph H.6, ARC 52.209-99 Organizational Conflicts of Interest and Limitation on Future Contracting to include the SpS IDIQ contracts anticipated to be awarded under this RFP (specifically, how OCI issues would be avoided if your company would receive both contract awards) and Section I, paragraph I.1, NFS 1852.237-72, Access to Sensitive Information relative to the offeror's understanding and proposed methodology for implementation of the above contract requirements.

d. Management of Classified Work

The contractor shall describe its ability to protect classified information at the TS/SCI level. The contractor shall describe its plan to provide a staff with the required TS/SCI clearance with current completed Program Access Request (PAR) forms and Standard Form 86, Questionnaire for National Security Positions (SF 86) to meet any classified urgent needs that are identified at the task order level. In addition, the contractor shall have a current Facility clearance at the Top Secret level and have the ability to safe guard information at the Top Secret level. The contractor shall demonstrate its ability to have these capabilities in place by award of the basic contract.

(2) SpS Task Order 2 - CCSat

The offeror shall describe its management approach to in meeting the requirements as stated in the task order as follows:

a. Management and Business Approach

The offeror shall describe its management and business approaches to coordinate, perform, integrate, control, and accomplish the requirements of this task order throughout its life. The offeror's proposal shall contain the information in the elements listed below and be organized in a similar outline:

1. Management Structure and Authorities

The offeror shall describe its specific approach to accomplish this task order including the following:

- Describe the project management organizational structure proposed for the task including key personnel.
- ii) Describe proposed sub-contracting and cooperative business arrangements, if any, and its benefits to the Government. Describe your proposed approach for managing these arrangements to assure that the Government receives a quality product or service.

2. Planned Use of Resources

The offeror shall describe specific services, facilities, equipment, and staff assistance, both within and external to the proposing entity, planned for the performance of this task order. Describe how these resources would be obtained and the corporate commitment and flexibility to provide these resources. Name and describe use of resources including those described in section J.1, paragraph (a), attachment 12, "ORS Architecture" that could be provided by the Government in terms of HW/SW Systems, facilities, and/or other services.

B. Technical Understanding/Approach – (Subfactor)

The offeror shall provide a complete, balanced, and consistent, narrative that clearly demonstrates an understanding of all the technical areas of the work including task orders and their interrelationships. The offeror shall address how the broad spectrum of technical areas will be performed in a coherent, integrated manner that will meet each of the requirements contained in this request for proposal. Proposals that state that the offeror understands and will comply with the requirements described in the SOW is considered an inadequate response, as is paraphrasing. Statements such as "standard procedures will be employed" or "well known techniques will be used" do not indicate a sufficient level of awareness and understanding of the SOW, and will not be considered as an effective response to the solicitation.

(1) SpS Basic SOW

The offeror shall describe its technical approach to accomplish the basic SOW as follows.

a. Technical Plan

The offeror's proposal shall demonstrate its understanding of the requirements of the SOW and specifically address how the work would be accomplished as follows:

- 1. The offeror shall describe its approach to staying abreast of innovative technologies to improve processes, systems, or techniques required in the SOW and adopting them where appropriate.
- 2. The offeror shall identify technical risk areas to the successful fulfillment of the requirements and recommend approaches to minimize the likelihood and impact of those risks.

3. The offeror shall identify critical issues involved in all aspects of project performance including management, systems engineering, research and analysis, design and development, fabrication support, testing, computer modeling, technical writing, laboratory/facility management and operation, software maintenance and support, and computer systems administration and other functions necessary to complete projects.

- 4. The offeror shall address the proposed approach to improve workflow, increase productivity, enhance communications, improve quality, and reduce costs, including through the exploitation of IT resources. Include a description of any expected advantages to the Government.
- 5. The offeror shall describe the approach for responding to task requests, planning work, staffing tasks, and accomplishing task requirements and include the approach for identifying, reporting and resolving typical problems that may be encountered in satisfying the requirements of the SOW.
- 6. The offeror shall provide descriptions of how it will comply with bus, payload, and spacecraft modularity and meet open standard architecture goals, to include multi-mission compatibility.
- 7. The offeror shall describe how it will comply with mission specifications, requirements, and will address where it would suggest deviating from the mission specifications.
- 8. The offeror shall describe its approach to how it will comply with launch and ground/operations support requirements.
- 9. The offeror shall discuss how it will comply with open non-proprietary information requirements for the Government.
- 10. The offeror shall describe its approach for software validation and how it will meet software requirements.
- 11. The offeror shall describe its ability to utilize current bus and payload technologies, to include modular open system approach (MOSA) designs and approaches.
- 12. The offeror shall explain its existing capabilities in designing satellite payloads and busses, highlighting areas of expertise.
- 13. The offeror shall explain its capability in space antenna, radio frequency (RF) electronics, processors, and software development for missions similar to those expected for ORS.
- 14. The offeror shall describe methods it uses to maintain design configuration management and ability to meet open standards.
- 15. The offeror shall describe its capability with system integration activities, to include payload to bus integration.
- 16. The offeror shall explain its process for providing training for mission operators for exercises, rehearsals and actual mission support.
- 17. The offeror shall provide a risk management plan and identify approaches to mitigate risks for key areas of technical development, schedule, and cost.

(2) SpS Task Order 1 - Tactical Persistence Development

The offeror shall describe its technical approach to accomplish the task order as follows:

a. <u>Technical Plan</u>: The offeror's proposal shall demonstrate its understanding of the requirements of the task order and specifically address how the work would be accomplished as follows:

- 1. The offeror shall describe its approach for performing a study that would identify a game changing strategy to meet the mission objectives stated in the task. The offeror's technical approach shall include information concerning: identifying possible new space deployable architectures that includes a description of interfaces with identified ground architectures and launch systems; meeting bus interfaces, meeting launch vehicle interfaces; its inherent capability in designing and developing weather or imaging payloads. The information shall also include a preliminary assessment that incorporates identification of hardware including components (in accordance with the TRL identified in section J, paragraph J.1 (b), attachment 8) that may be at risk due to maturity level.
- 2. The offeror shall describe its approach towards obtaining additional information needed for the study citing potential sources and logic for seeking them.
- 3. The offeror shall identify technical risks that may affect the successful accomplishment of the requirements and recommend approaches to minimize the likelihood and impact of those risks.
- 4. The offeror shall describe how its resources would be involved in executing the development effort, including management, mission planning, systems engineering, research and analysis, design and development, assembly integration and test, computer modeling, technical writing, software maintenance and support, computer systems administration, safety and mission assurance, and other functions necessary to complete the overall effort.

(3) SpS Task Order 2 - CCSat

The offeror shall describe its understanding of the requirements of the task order and propose a technical approach to meet the objectives of the task order as follows:

a. Technical Plan

- The offeror shall provide a project overview that highlights and describes its technical approach
 in creating a complete and functional space vehicle that will meet the mission objectives. The
 approach shall specifically call out and describe proposed systems for the space vehicle as well
 as those that comprise the ground segment infrastructure, and launch vehicle compatibility. The
 overview should also highlight why the offeror considers this approach to be the best value for
 the Government.
- 2. The offeror's technical approach shall include information concerning: meeting the technical requirements for the CC-Sat spacecraft and payload; managing interfaces with identified ground architectures and launch systems; meeting bus interfaces, meeting launch vehicle interfaces; its inherently capability in designing and developing weather or imaging payloads. The information shall also include a preliminary assessment that includes identification of hardware (in accordance with the TRL identified in section J, paragraph J.1(b), attachment 8 and identification of components that may be at risk due to maturity level.
- 3. The offeror shall describe significant risk aspects to the successful fulfillment of the requirements and describe mitigation approaches to minimize the likelihood and impact(s) of those risks.

4. The offeror shall describe its approach in performing the task order including: project management, systems engineering, research and analysis, design and development, fabrication support, testing, analytical and empirical modeling, technical writing, facility management and operation, software maintenance and support, and computer systems administration and other functions necessary to complete this task order.

- 5. The offeror shall describe its approach for workflow, communications (technical control, vendors, and Government supplied resources), quality, and costs controls and IT resources. Include any approaches, and expected advantage to the Government.
- 6. The offeror shall describe its approach and facilities/capabilities to be used for: Assembly Integration and Testing; storage and transportation; ground systems development and operations; launch vehicle integration support; launch and post launch support.

C. Small Business Utilization – (Subfactor)

All offerors, except small businesses, must complete the portion of the instructions under Small Business Subcontracting specific to the Small Business Subcontracting Plan. Small businesses are not required to submit Small Business Subcontracting Plans in response to section (1), below; however, small businesses are required to indicate the amount of effort proposed to be performed by a small business either at the prime level or at the first tier subcontract level. All offerors are required to respond to section (2) below, the Commitment to the Small Business Program.

(1) Small Business Subcontracting

This solicitation contains FAR clause 52.219-9, Small Business Subcontracting Plan, Alternate II (Nov 2016). The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with the proposal.

a. The Contracting Officer's assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of total contract value (basic and all options combined), is as follows:

Small Businesses (SB)	25.0%
Small Disadvantaged Business Concerns (SDB)	5.0%
Women Owned Small Business Concerns (WOSB)	4.5%
HUBZone Small Business Concerns (HBZ)	1.5%
Veteran Owned Small Business Concerns (VOSB)	2.5%
Service-Disabled Veteran-Owned Small Business	1.5%
Concerns (SDVOSB)	1.570

- 1. The numbers above reflect the Contracting Officer's assessment of the appropriate subcontracting goals to be achieved at the completion of contract performance. If it is anticipated that the proposed small business goals will not be met by the submission of the first Individual Subcontracting Report (ISR) for this effort as required by FAR clause 52.219-9, "Small Business Subcontracting Plan, Alternate II (Nov 2016), the offeror should discuss its approach to include timeline for meeting these goals and the rationale for it.
- 2. Offerors are encouraged to propose goals that are equivalent to or greater than those recommended by the Contracting Officer. However, offerors must perform an independent assessment of the small business subcontracting opportunities.
- 3. The plan submitted with the proposal shall be incorporated in section J, paragraph (a) in the resulting contract. The requirements in the Plan must flow down to large business major subcontractors' subcontracts expected to exceed \$700,000, or \$1,500,000 for construction of a public facility. Although these large business first tier contractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.

4. Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed in paragraph a above in terms of percent of Total Contract Value (basic and all options combined). NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. Offerors shall discuss the rationale for any goal proposed that is less than the Contracting Officer's recommended goal in any category. In addition, the offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the offeror plans during performance to increase participation in that category.

5. In addition to submitting a Small Business Subcontracting Plan in accordance with Section I, FAR clause 52.219-9, "Small Business Subcontracting Plan, Alternate II (Nov 2016), offerors shall complete Table SB-1 in this section, entitled Small Business Subcontracting Goals, which provides a breakdown of the offeror's proposed goals by small business category, expressed in terms of both a percent of total contract value and a percent of total planned subcontracts. Offerors shall modify the exhibit to show the proposed subcontracting goals for the basic contract requirement.

Table SB-1: Small Business Subcontracting Plan Goals

Example of Subcontracting Goals, expressed in both contract value and subcontract value, for a contract proposed at \$100M with estimated subcontracts of \$50M.

	Column A	Column B	Column C			
Business Category	Goal as	Dollar Value	Goal as			
	Percent of	to be	Percent of			
	Contract	subcontracted	Subcontracting			
	Value	per Category	Value			
Small Business Concerns	25 percent	\$25,000,000	50 percent			
Large Business Concerns	n/a	\$25,000,000	50 percent			
Total Dollars to be Subcontracted	n/a	\$50,000,000	100 percent			
The following small business subcategor amount in the "Small Business Concerns	s" category above, s	since some small bus	inesses do not fall			
into any of the subcategories below, while	le others will fall into	o more than one subc	category below.			
Subcategories of Small Business Concerns						
Women Owned Small Business Concerns	4.5 percent	\$4,500,000	9 percent			
Small Disadvantaged Business Concerns	5.0 percent	\$5,000,000	10 percent			
Veteran Owned Small Business Concerns	2.5 percent	\$2,500,000	5 percent			
Service-Disabled Veteran-Owned Small Business Concerns	1.5 percent	\$1,500,000	3 percent			
HUBZone Small Business Concerns	1.5 percent	\$1,500,000	3 percent			

It is recommended that offerors first complete Column B by entering the dollar amount the offeror proposes to subcontract to each business category and subcategory.

To complete Column A, divide the dollar amount in Column B by the **total offered price of the proposal** (that is, total contract value). In the example above, Column A for Veteran Owned Business Concerns = \$2,500,000 divided by \$100,000,000, or 2.5 percent.

To complete Column C, divide the corresponding amount in Column B by the amount in the "Total Dollars to be Subcontracted" cell in Column B. In the example above, Column C for Women-Owned Small Businesses = \$9,000,000 divided by \$50,000,000, or 18 percent.

Note: the "Total Dollars to be Subcontracted" amount in Column C will always be that category divided by itself (100 percent if any dollars are subcontracted).

(2) Commitment to the Small Business Program

- a. All offerors shall describe work that will be performed by small businesses. Proposals should also identify any work to be subcontracted that is considered "high technology." High Technology is defined as research and development efforts that are within or advance the state-of-the-art in technology discipline and are performed primarily by engineers, scientists, and highly skilled and trained technicians or specialists.
- b. If the subcontractor(s) is known, offerors must connect the work to the subcontractor and specify the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments). (Small Business offerors shall provide this information to the extent subcontracting opportunities exist in its approach to performing the requirement.)
- c. All offerors shall provide information demonstrating the extent of commitment to utilize small business concerns and to support its development. Information provided should include a brief description of established or planned procedures and organizational structure for Small Business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and Small Business identification, and relevant purchasing procedures. For Other than Small (Large) Business offerors, this information should conform to applicable portions of the submitted Small Business Subcontracting Plan. Small Business offerors shall provide this information to the extent subcontracting opportunities exist in its approach to performing the requirement.)

(b) Past Performance Proposal (Volume II)

The goal of this factor is to obtain information regarding the relevant past performance of the offeror and its major subcontractors. For purposes of this solicitation, "major subcontractors", is defined as subcontracting dollars of \$5,000,000 or more covering a performance period of up to five (5) years. "Offeror" and "Major Subcontractor," for purposes of this solicitation includes predecessor companies.

As a minimum, the past performance proposal shall include the following:

- (1) For the prime, a list of not more than three (3) relevant contracts (government and/or industry) each in excess of \$25,000,000 total contract value. For each major subcontractor, a list of not more than three (3) relevant contracts each in excess of \$5,000,000 total contract value. The relevant contracts for the prime and the major subcontractors shall be completed no more than 5 years ago, or currently on-going at least one year, similar in size, content, and complexity to the requirements of the current acquisition.
 - a. These contracts shall demonstrate the offeror's capabilities to perform this requirement. Include the contract numbers; Government agency or entity/company that placed the contract; Contracting Officer, telephone number, and email address; and a brief description of offeror's part of the work, period of performance, type of contract, method of competition (competitive, noncompetitive, set-aside), nature of award (initial or follow-on), the total dollar value of the offeror's portion, expenditures to-date (cost and fee), magnitude and cause of any direct or indirect cost overruns, average number of personnel on the contract per year, description of hardware, software, maintenance, and services procurements (if applicable), and other relevant information. Industry contracts involving subcontracting to another company that may have a prime contract with the government may be included. The offeror shall complete Table PP-1 in paragraph B. Past Performance Relevant Contracts to show the relevancy of each contract to this requirement.

(2) Specific information is required from the offeror and proposed major subcontractors for past and active customers as identified in subparagraph (3) A. below. Past performance information may also be obtained by the Government through the Past Performance Information Retrieval System (PPIRS) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with Program Managers and Contracting Officers, and other sources known to the Government, including commercial sources. Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the offeror and data obtained from other sources.

(3) The major areas to be evaluated for the Past Performance Factor are Relevant Technical Performance and Contract Management.

B. Information Provided by Offerors and Major Subcontractors

Information regarding relevant technical performance and contract management shall be supplied by the offeror and major subcontractors for the reference contracts that are identified in the paragraphs above (see (b)(1)). The offeror shall provide the other information described below.

(1) Relevant Technical Performance

The offeror and major subcontractors shall provide any relevant technical performance information for each of its reference contracts. The offeror and major subcontractors shall:

- a. Provide relevant technical contract metrics over the course of the contract that have been used to measure overall technical performance; highlight trends in the contract metrics and discuss specific steps taken to increase contract performance or overcome technical issues. Note that trends in contract performance may be either positive or negative, as applicable.
- b. Discuss how problems in meeting technical, operational, or schedule requirements were identified and communicated to the customer. Discuss how corrective action plan(s) were developed and implemented to mitigate the impact.
- c. Discuss whether task objectives were accomplished in a timely manner, and include relevant processes and/or specific examples of the independent accomplishment of task requirements that were recognized as significant by the customer.
- d. Provide a specific example(s) of communicating and collaborating across multiple requirements. Also provide a specific example(s) of integrating best practices or lessons learned into operations across the contract.
- e. Provide example(s) of evaluating and infusing new technology into operations specifically to exceed contract objectives and explain the impact.

(2) Contract Management

The offeror and major subcontractors shall provide any contract management information for each of its reference contracts. The offeror and major subcontractors shall:

- a. Discuss the approaches used to coordinate prime and subcontractors working across multiple, concurrent, complex, and geographically (if applicable) distributed tasks.
- b. Provide relevant management contract metrics over the course of the contract that have been used to measure overall management performance (including subcontracting goals); highlight trends in the contract metrics and discuss specific steps taken to increase contract performance or overcome management issues. Note that trends in contract performance may be either positive or negative, if applicable.

c. Discuss methods and strategies used to hire qualified personnel in a timely manner. Provide the average time for filling vacant positions, the percent turnover each year of the contract, and describe the handling of any labor-related issues such as the arbitration of grievances by employees.

- d. Discuss changes made to lines of authority and/or key personnel during the contract, rationale for the changes, and its impact to contract performance.
- e. Describe the approach used for management of technology transfer including export control, Government sensitive, and third party proprietary data issues with specific example(s) of successful technology transfer, any challenges encountered, and how the challenges were resolved.
- f. Describe the approach used for process management including specific example(s) of process improvements and the resulting performance outcomes.
- g. Discuss how corporate or company resources (internal or external) such as services, facilities, equipment, and or staff assistance were utilized to improve contract performance.
- h. Discuss the approach used in dealing with changes to requirements, with specific example(s) which highlight the offeror's ability to quickly adapt to changing requirements.
- Discuss the approach used during the phase-in period that ensured efficient continuation of operations. Provide specific lessons learned and best practices developed from the contract phase-in efforts.

B. Past Performance Relevant Contracts

The offeror shall complete the table entitled "Past Performance Relevant Contracts" to include all of the relevant contracts for the prime and major subcontractors as described in section L, paragraph L.8(b)(1).

Enter the name of the offeror in the first gray row next to "Offeror." In the rows available below "Offeror," enter the agency contract number for each of the offeror's relevant contracts, enter "P" or "S" to indicate whether the offeror was a prime contractor or a subcontractor for that particular contract. For the work identified in each column, enter the number (or fraction) of the offeror's employees performing that work for that particular contract. In the last column, provide the total number of employees on the contract.

Enter the name of a major subcontractor in the second gray row next to "Major Subcontractor 1." In the rows available below "Major Subcontractor 1," enter the agency contract number for each of that major subcontractor's relevant contracts, enter "P" or "S" to indicate whether the major subcontractor was a prime contractor or subcontractor for that particular contract. For the work identified in each column, enter the number (or decimal) of the major subcontractor's employees performing that work for that particular contract. Sum the total number of employees in the last column.

Continue for each of the major subcontractors using the rows for "Major Subcontractor 2," "Major Subcontractor 3:" etc. Additional rows may be used if necessary to include additional major subcontractors.

Table PP-1: SpS Past Performance Relevant Contracts

		Space Sc	olutions (Sp	S) Releva	ant Work		
Agency – Contract No./ Company	Space Vehicle Assembly Integration and Test (a)	Bus Architecture Development (b)	Electro-Optical Payload Architecture Development (c)	Radio Frequency Payload Architecture Development (d)	Modular Open Standards Architectures (e)	Total (a)+(b)+(c)+ (d)+(e)	Total Employees on Contract
Prime Contractor:							
							*
Major Subcontractors:							
4							
Oth an O area was to							
Contract Number	Other Government Contracts:						nee)
Contract Number		Point of Contact (name, telephone number, email address)					

C. Past Performance Questionnaires

(To be submitted directly to the Contracting Officer)

All information requested must concern contracts considered to be relevant in technical requirements, size, and complexity to the contract expected to be awarded from this RFP. This information shall concern only work performed by the offeror's or major subcontractors' business unit that will perform the work under this contract, if awarded. Each offeror is responsible for assuring that the customers return completed questionnaires directly to James N. Shumway, Contracting Officer, via email to james.n.shumway@nasa.gov and Robin De Leon, Contract Specialist, via email to josalinda.r.deleon@nasa.gov, at least 10 days prior to the proposal due date. If the offeror or major subcontractor does not have enough references to meet these requirements, references shall be provided to the maximum extent possible. The questionnaires returned to the Government will not be counted against the Past Performance proposal's page limitation.

- (1) Each offeror and major subcontractor shall submit a list of the Agencies/Companies who will be responding to the Past Performance Questionnaire in section J, paragraph J.1 (b), attachment 7 for each active (underway at least one year) or recently completed (within the last five years) relevant contract valued at or above the major subcontract threshold, and for each reference identified in paragraphs 2 and 3 below. The offeror must submit this list directly to James N. Shumway, Contracting Officer, via email to james.n.shumway@nasa.gov and Robin De Leon, Contract Specialist, via email to james.n.shumway@nasa.gov, at least 10 days prior to the proposal due date.
- (2) For relevant contracts, each offeror and major subcontractor shall send a blank Past Performance Questionnaire to the cognizant Contracting Officer or the Contracting Officer's Representative for completion.

(c) Price Proposal (Volume III)

A. Introduction

The offeror's price proposal shall consist of a Firm Fixed Price proposal for SpS Task Order 1 – Tactical Persistence Development and SpS Task Order 2 – Cloud Characterization Satellite (CCSat).

The Government assumes adequate price competition will exist thereby negating the need for the certification of cost and pricing data with this proposal submission (See FAR 15.403-1).

The offeror's price proposal shall be submitted in one volume labeled "Volume III - Price Proposal". To ensure the Government is able to perform a fair assessment of the proposed pricing, a responsive submission shall:

- (1) Explain in detail all pricing and estimating techniques;
- (2) Disclose the basis of all projections, rates, ratios, percentages, and factors in sufficient detail to facilitate the Source Evaluation Board's (SEB's) understanding and ability to mathematically verify the results of these estimating tools;
- (3) Comply with applicable Federal Acquisition Regulation (FAR) and NASA FAR Supplement (NFS) requirements;
- (4) Include a narrative portion that explains all judgment-based elements of cost/price projections and profit policies including any proposed price ceilings and team fee sharing arrangements.
- (5) Include a completed and signed Proposal Cover Sheet (Form JA 038), all Exhibits of the Price Template Workbook, a properly completed Table CP-1 (Proposal Prime/Subcontractor Information Summary), and all information specified in paragraphs B through E, below.

(6) Offerors are instructed to complete all applicable templates provided herein and provide supporting information to explain the basis of estimate for the proposed amounts.

- (7) For price proposal purposes, major subcontractors are defined as those subcontractors providing a total value of \$5,000,000.00 or more for the total task order period of performance.
- (8) Price proposals shall be submitted using Government provided templates described below. The templates are included in section J, paragraph (b), attachment 3, "SpS Price Template Workbook."

The RFP-specified formats provided herein are structured by Task Order Year (TO Year). In preparing the proposal, summary level information is required by the templates. However, the offeror's own format shall be used for submitting supporting information. Offerors are instructed to complete all applicable templates provided herein and provide supporting information to explain the basis of estimate for the proposed amounts.

A Work Year Equivalent (WYE) is a full time equivalent that is defined as follows: the proposed productive hours needed to comprise one average full time employee. A WYE may be composed of one employee or several part time employees. A productive WYE is defined as follows: the total available hours for productive work in a year, excluding overtime and paid time off (vacation, holiday, etc.).

All dollar amounts for proposed costs shall be rounded to the nearest whole dollar, \$xxx,xxx. All direct labor rates shall be rounded to the nearest penny, \$xx.xx. All indirect cost rates (percentages) shall be rounded to the second decimal place, xx.xx%. All Cost of Money Factors, if proposed, shall be rounded to the third decimal place if expressed as a percentage (xx.xxx%) or the fifth decimal place if expressed as a decimal (0.xxxxx). Offerors and subcontractors shall accomplish this by use of the ROUND function in Excel for all costs and rates computed by formula (such as Year 2 labor rate = Year 1 labor rates x [1 + escalation factor] or fringe benefits costs = direct labor cost x fringe benefits rate).

B. Price Template Workbook

<RESERVED>

C. Price Proposal Organization

<RESERVED>

D. Accounting System

The offeror shall provide a brief description of its accounting system. Award of a cost-reimbursement type contract requires an accounting system capable of accurately collecting, segregating and recording costs by contract [FAR 16.301-3(a) (3)]. If your system has previously been reviewed and approved by the Government, provide the name and telephone number of the cognizant Government office.

E. Proposal Prime/Subcontractor Information Summary

All offerors shall submit a completed Table CP-1 for the prime offeror, each team member and all major subcontractors having a contract value of \$5,000,0000 or greater to provide information for use by NASA in the public contract award notification. Major subcontractors valued at \$5,000,000 or greater are to submit a completed Table CP-1 below for all of its subcontractors with a value of \$5,000,000 or greater.

It is important that all information be complete and accurate to include the identification of the 9 digit United States Postal Service (USPS) Zip Code for all prime and subcontractors.

TABLE CP-1: PROPOSAL PRIME/SUBCONTRACTOR INFORMATION SUMMARY

Offerors and subcontractor information	ors are to fill-in the italicized areas in column 2 with the required
Prime/Subcontractor	Identify name of the prime offeror or a major subcontractor
Title:	The title of the effort you have contracted or the program name subcontracted
Description:	A brief non-technical description of the work, including identification of the program and project.
Period of Performance:	The length from start date to completion date of the contracted effort.
Type of Action:	Follow-on
Contract Type:	[if prime:] Cost Plus Fixed Fee (CPFF), Firm Fixed Price (FFP), and Cost Plus Incentive Fee (CPIF)
	[if subcontractor, select the appropriate type:]: Firm Fixed Price, Cost
	Plus Award Fee, Cost Plus Fixed Fee, Time-and-Materials, or describe
	other contract type
Company:	The name of the prime, team member or subcontractor
Address:	Full USPS street address to include suite or apartment numbers
Performance Location:	City and State of the principal work performance location(s)
USPS 9 digit Zip Code	Enter the 9 digit USPS Zip Code XXXXX-XXXX for performance location.
	The 9-digit Zip code is a Mandatory Requirement.
Estimated Price with Options	\$ amount rounded to the nearest \$1,000
Subcontractors: (>\$5M)	List all subcontractors and its business size status for each first tier
	subcontract worth \$5,000,000 or more for each task order
	performance.
Small Business	Small business and small disadvantaged business subcontracting
Subcontracting Goals:	goals both in dollars and percentage of the value of the action (including all options if any)- If 'none" fill out box as "N/A"

(End of Provision)

L.9 NFS 1852.231-71 DETERMINATION OF COMPENSATION REASONABLENESS (APR 2015) (Applicable to SpE)

- (a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted. The requirements of this plan may be combined with that required by the clause at FAR 52.222-46, "Evaluation of Compensation for Professional Employees."
- (b) The offeror shall provide written support to demonstrate that its proposed compensation is reasonable.
- (c) The offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.
- (d) The offeror shall require all service subcontractors provide, as part of its proposal, the information identified in (a) through (c) of this provision for cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value expected to exceed the threshold for requiring certified cost or pricing data as set forth in FAR 15.403-4.

(End of Provision)

L.10 NFS 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (JAN 2011)

(a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.

- (b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.
- (c) The offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.
- (d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges (June 2007), and the contact information for the responsible Government Contracting Officer. The offeror shall provide proof that such use was authorized by the responsible Contracting Officer.
- (e) The offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.
- (f) The offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved, as part of the award need not be requested under NFS clause 1852.245-70.
- (g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive information, identification numbers (when available), quantities required and estimated costs.
- (h) Existing Government property may be reviewed at the following locations, dates, and times: Not Applicable.

(End of Provision)

L.11 NFS 1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY (JAN 2011)

The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-1, Government Property, included in this solicitation. The offeror shall notify the Government, as part of its proposal, of its intention to use or not use the property.

				If equipment			
Item Description	Acquisition Date	Acquisition Cost	Quantity	Manufacturer	Model	Serial No.	
To be cited on each applicable task order							

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-2, Government Property Installation Operation Services, as included in this solicitation. The offeror shall notify the Government of its intention to use or not use the property.

				If equipment		
Item	Acquisition	Acquisition				Serial
Description	Date	Cost	Quantity	Manufacturer	Model	No.
			NONE			

(c) The selected contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

(End of Provision)

[End of Section]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address (es):

FAR website: http://acquisition.gov/far/index.html

NFS website: http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

DFARS website: http://farsite.hill.af.mil/vfdfara.htm
AFFARS website: http://farsite.hill.af.mil/vfdfara.htm

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE				
52.217-5	JUL 1990	EVALUATION OF OPTIONS		7		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NO.	DATE	TITLE	
None included by reference			

III. DEFENSE FAR SUPPLEMENT (48 CFR CHAPTER 2)

CLAUSE NO.	DATE	TITLE	
None included by	reference		

IV. AIR FORCE FAR SUPPLEMENT (48 CFR CHAPTER 53)

CLAUSE NO.	DATE	TITLE		
None included by	reference			

(End of Provision)

M.2 EVALUATION APPROACH

(a) **General.** The contract award will be based on the evaluation of three factors: Mission Suitability Factor (Volume I), Past Performance Factor (Volume II), and Cost Factor (Volume III).

- (1) This provision is intended to explain the rationale and precise criteria by which proposals will be assessed by the evaluation team and the Source Selection Authority (SSA). Offerors are to prepare proposals with these criteria in mind (i.e., in terms of both content and organization), in order to assist the team in determining the relative merit of proposals in relation to the requirements as defined in Statement of Work.
- (2) The Government may award a contract based solely on the initial offers received, without discussion of such offers. Accordingly, each offeror shall submit its initial proposal to the Government using the most favorable terms from a cost and technical standpoint.
- (3) The Government will evaluate proposals in accordance with the requirements of FAR Subpart 15.3, Source Selection, as supplemented by NFS Subpart 1815.3, Source Selection. Offerors must recognize that the initial evaluation of proposals and the determination of the competitive range, if any, will be made upon a review of the proposals only, plus some independent investigations that may be made with regard to Past Performance. Discussions will be held only if award on the basis of initial offers is determined not to be in the Government's best interest. If written or oral discussions are conducted, the Government will seek revised proposals from offerors within the competitive range.
- (4) At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) will be requested from all offerors still within the competitive range. The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with the authority to bind the offeror. Selection will be made in accordance with the evaluation criteria herein. Contract award may be made without subsequent discussions or negotiation.
- (5) The Source Evaluation Board (SEB) will present its findings to the SSA. The SSA's decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment. The Government intends to award a contract resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the criteria set forth in the solicitation.
- (b) **Evaluation Factors.** There are three evaluation factors for this procurement: Mission Suitability, Past Performance, and Cost. A general definition of these factors may be found at NFS 1815.304, "Evaluation factors and significant subfactors." Specific information regarding each factor is provided below:
 - (1) <u>Mission Suitability Factor</u>. The Mission Suitability factor indicates, for each offeror, the merit or excellence of the work to be performed and the ability of the offeror to accomplish what is offered, or the product to be delivered. The overall Mission Suitability Factor will be numerically scored, and the Mission Suitability Subfactors will be rated by adjective and numerically weighted and scored in accordance with NFS 1815.305(a)(3), Technical Evaluation, and the following table:

ADJECTIVAL RATING	DEFINITIONS	PERCENTILE RANGE
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.	91-100
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	71-90
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the offeror's response.	51-70
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.	31-50
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	0-30

Overall, the Government will evaluate the offeror's Mission Suitability proposal based on the offeror's ability to fulfill the technical requirements while meeting quality, schedule, and safety requirements. The compatibility between the proposed technical approach and proposed total compensation to accomplish the work will be an important consideration in the evaluation of this factor. Proposal risk will be evaluated with respect to cost and technical performance.

(2) Past Performance Factor. This Factor indicates the relevant quantitative and qualitative aspects of each offeror's record of performing services or delivering products similar in size, content, and complexity to the requirements of the current acquisition. This factor provides an opportunity to evaluate the quality of goods and services provided by the offeror to the agency and other organizations as either a prime or subcontractor.

When applying the definitions below to arrive at a confidence rating, the SEB's evaluation shall clearly document each offeror's relevant past performance (e.g., currency, size, content and complexity) to assess the offeror's overall confidence rating assigned. The past performance evaluation is an assessment of the Government's confidence in the offeror's ability to perform the solicitation requirements. The past performance evaluation shall be in accordance with FAR 15.305(a) (2) and NFS 1815.305(a) (2). Past Performance shall be evaluated for each offeror using the following levels of confidence ratings:

Definition of Ratings

Very High Level of Confidence	The offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition, indicates exemplary performance in a timely, efficient, and economical manner and very minor (if any) problems with no adverse effect on overall performance. Based on the offeror's performance record, there is a very high level of confidence that the offeror will successfully perform the required effort.
High Level of Confidence	The offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements. offeror's past performance indicates that contract requirements were accomplished in a timely, efficient, and economical manner for the most part, with only minor problems that had little identifiable effect on overall performance. Based on the offeror's performance record, there is a high level of confidence that the offeror will successfully perform the required effort.
Moderate Level of Confidence	The offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance. Performance was fully responsive to contract requirements; there may have been reportable problems, but with little identifiable effect on overall performance. Based on the offeror's performance record, there is a moderate level of confidence that the offeror will successfully perform the required effort.
Low Level of Confidence	The offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards. Offeror achieved adequate results; there may have been reportable problems with identifiable, but not substantial, effects on overall performance. Based on the offeror's performance record, there is a low level of confidence that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements.
Very Low Level of Confidence	The offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action was required in one or more areas. Performance problems occurred in one or more areas which, adversely affected overall performance. Based on the offeror's performance record, there is a very low level of confidence that the offeror will successfully perform the required effort.
Unknown	In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(3) <u>Cost Factor</u>. This factor is used to assess the cost to the Government of each offeror's proposal if it were selected for award. Proposed costs are analyzed to determine the cost and associated risks of doing business with an offeror based upon the offeror's proposed approach for the proposed cost. A cost realism analysis will be performed to assess the reasonableness and realism of the proposed costs. It is not numerically scored.

(End of Provision)

M.3 WEIGHTING AND SCORING

- (a) The essential objective of this procurement process is to identify and select the contractor best able to successfully meet the Government's needs in the manner most advantageous to the Government, all factors considered. The evaluation factors are described in M.2, Evaluation Approach.
- (b) Mission Suitability subfactors will be assigned adjectival ratings and numerical scores in accordance with the numerical system established herein. The overall Mission Suitability Factor will only receive a numerical score. The other factors (i.e., Past Performance and Cost) are not similarly weighted or scored. Past Performance is assigned a level of confidence rating. Cost will be evaluated for realism and a probable cost adjustment will be made, if appropriate. Cost will also be evaluated for its impact on Mission Suitability. The Source Selection Authority's (SSA) decision shall be based on a comparative assessment of proposals pursuant to source selection criteria prescribed in this solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment.

(c) Space Enablers (SpE):

Of the evaluation factors, Mission Suitability is moderately important than Cost, and Cost is Moderately more important than Past Performance. Mission suitability and Past Performance, when combined, are significantly more important than Cost.

Space Solutions (SpS):

Of the evaluation factors, Mission Suitability is moderately more important than Past Performance, and Past Performance is moderately more important than Cost. Mission Suitability and Past Performance, when combined, are significantly more important than Cost.

Offerors should note that items within any factor, if found to be non-responsive and/or unsatisfactory, may be the basis for rejection of an Offer.

(d) The numerical weights assigned to the Mission Suitability subfactors are indicative of the relative importance of those evaluation areas. The Mission Suitability subfactors to be evaluated are weighted for purposes of assigning numerical scores as follows:

Space Enablers (SpE)

INDEX OF VOL. I, MISSION SUITABILITY SUBFACTORS		
Subfactor Title	Elements	Assigned Weight
A. Management Approach		350
(1) SpE Basic SOW	Management and Business Approach	
	Staffing, Recruitment, Retention, and Training	
	Organizational Conflicts of Interest Avoidance Plan	
	Management of Classified Works	
(2) SpE Task Order 1 - RRSW Facility Operation and Mission Readiness	Phase-In Approach	
B. Technical Understanding/ Approach		550
(1) SpE Basic SOW	Technical Plan	
(2) SpE Task Order 1 - RRSW Facility Operation and Mission Readiness	Technical Plan	
C. Small Business Utilization		100

Space Solutions (SpS)

INDEX OF VOL. I, MISSION SUITABILITY SUBFACTORS		
Subfactor Title	Elements	Assigned Weight
A. Management Approach		250
(1) SpS Basic SOW	Management and Business Approach	
	Staffing, Recruitment, Retention, and	
	Training	
	Organizational Conflicts of Interest	
	Avoidance Plan	
	Management of Classified Work	
(2) SpS Task Order 2 - CCSat	Management and Business Approach	
B. Technical Understanding /Approach		650
(1) SpS Basic SOW	Technical Plan	
(2) SpS Task Order 1 – Tactical	Technical Plan	
Persistence Development		
(3) SpS Task Order 2 - CCSat	Technical Plan	
C. Small Business Utilization		100

(End of Provision)

M.4 EVALUATION APPROACH – SPECIFIC INSTRUCTIONS

Space Enablers (SpE)

(a) Mission Suitability Factor (Volume I)

The Government will evaluate the offeror's Mission Suitability proposal based on the offeror's ability to fulfill the contract management and technical requirements, while meeting quality, schedule, and safety requirements. The compatibility between the proposed technical and management approaches and the overall resources proposed to accomplish the work will be an important consideration in the evaluation of this factor. In addition, proposal risk will be evaluated with respect to cost, performance, technical approach, and management approach. Mission Suitability subfactors will be assigned adjectival ratings and be numerically weighted and scored. The overall Mission Suitability Factor will only receive a numerical score. Information submitted in Volume I of the proposal that is not relevant to the Mission Suitability factor will not be evaluated. If the SEB determines that a proposal does not adequately demonstrate the offeror will be able to perform the work with the resources proposed, then the SEB may deem this as a mission suitability weakness as well as require an adjustment for probable cost.

This integration between Mission Suitability findings and probable cost adjustments is critical to accomplishing cost realism.

The offerors will be evaluated and scored based on the Mission Suitability subfactors set forth below. (<u>Note</u>: The following outline should not be construed as an indication of the order of importance or relative weighting within individual elements of the Mission Suitability subfactors as there are no discrete point values to any of the elements.)

INDEX OF VOL. I, MISSION SUITABILITY SUBFACTORS	
Subfactor Title	Elements
A. Management Approach	
(1) SpE Basic SOW	Management and Business Approach
	Staffing, Recruitment, Retention, and Training
	Organizational Conflicts of Interest Avoidance
	Plan
	Management of Classified Works
(2) SpE Task Order 1 - RRSW Facility	Phase-In Approach
Operation and Mission Readiness	
B. Technical Understanding/ Approach	
(1) SpE Basic SOW	Technical Plan
(2) SpE Task Order 1 - RRSW Facility	Technical Plan
Operation and Mission Readiness	
C. Small Business Utilization	

A. Management Approach

This subfactor will be used to evaluate the offeror's overall management and business approach to coordinating, performing, integrating, controlling, and accomplishing the requirements of the SOW from phase-in through the life of the contract. Considerations in this evaluation include:

(1) SpE Basic SOW

a. Management and Business Approach

1. Management Structure and Authorities

The offeror's rationale and approach to the following will be evaluated to determine reasonableness, effectiveness, efficiency, and innovativeness of the following:

- i) Management structure, functions, authority, and reporting system for the work to be performed under the SOW. Describe the structural connections or associations of the entities responsible for this work with any corporate or division organizations, any subcontractors and anticipated SpS contract awardees. Describe the applicability of the above to the anticipated type of work described in the SOW.
- ii) Process (es) and timeline for managing the contract including contract modifications, task modifications, handling changing environments, and problem resolution techniques.
- iii) Processes for planning, tracking and controlling all work and for supervising and monitoring performance to maintain and enhance the quality of services provided.
- iv) Approach to improve workflow, increase productivity, enhance communications, improve quality, and reduce costs, including through the exploitation of IT resources. Describe any expected advantages to the Government.
- v) Proposed sub-contracting and cooperative business arrangements, if any, and its operational and technical benefits to the Government. Offeror shall describe its proposed approach for managing these arrangements to assure that the Government receives a quality product or service.
- vi) Approach to manage Mission Assurance requirements for operational satellites.
- vii) Approach to manage interfaces with identified ground architectures and launch systems.
- viii) Proposed ideas and actions as to how it can reduce impediments to the rapid assembly, integration, and test (AI&T) processes that need to be developed to support the ORS activities.
- ix) Approach to manage hardware, drawings, data rights, and software management of externally and internally developed items.
- x) Proposed approach to comply with open non-proprietary information requirements for the Government.

2. Management of Task Orders (TOs)

The offeror's approach to and rationale for the following will be evaluated to determine appropriateness, reasonableness, effectiveness, and efficiency of the following:

- (i) Approach to the management and planning process, analysis and risk assessment techniques, and system for development of cost and schedule estimates.
- (ii) Proposed approach to staffing multiple task requests competing for limited common workforce and skill sets.
- (iii) Discussion of issues that may arise during task planning and performance, the proposed process for informing the task requestor, and proposed approaches to resolution of those issues.
- (iv) Proposed process for reporting technical and cost issues to the task requestor.
- Proposed approach to identifying task performance problems and implementing corrective actions.
- (vi) Identification of potential cost and schedule risks and describe the proposed plan to manage and report on costs and schedule, and to prevent cost over-runs and schedule slips.

3. Access to Additional Resources

The offeror's rationale and approach to the following will be evaluated to determine reasonableness, effectiveness, and efficiency of the following:

The offeror's description of services, facilities, equipment, and staff assistance, both within and external to the company to augment on-site staffing resources. The offeror's description of how these resources can be obtained and the corporate commitment and flexibility to provide these resources. The offeror's description of the procedures through which the on-site management will access the corporate resources should be explained. The Government will evaluate the benefits of the above identified resources (in terms of mission impact, cost savings, technical resources, and efficiency improvements) where appropriate.

b. Staffing, Recruitment, Retention and Training

The offeror's approach to and rationale for the following will be evaluated to determine appropriateness, reasonableness, effectiveness, and efficiency of the following:

- (i) Proposed approach to providing the staffing (skill mix) necessary to perform the requirements defined in the SOW. This includes the rationale, roles and responsibilities for proposed key personnel, along with commitment letters and resumes.
- (ii) Recruitment plans, methods, and employee retention plans to include reasonably addressing plans for internal training, mentoring, and career development.
- (iii) Ability to address any difficulties anticipated in fulfilling the staffing requirements.

c. Organizational Conflicts of Interest Avoidance Plan

The offeror's Organizational Conflict of Interest Avoidance Plan will be evaluated for a complete and comprehensive response to ensuring compliance with and assurances that all safeguards are in place to maintain control, handling and non-disclosure of sensitive data in conformance with contract requirements. Specifically, the plan shall address all the requirements identified in section H, paragraph H.6 ARC 52.209-99, Organizational Conflicts of Interest and Limitation on Future Contracting to include the SpS IDIQ contracts anticipated to be awarded under this RFP (specifically, how OCI issues would be avoided if your company would receive awards under both contracts, to include subcontracts) and Section I, paragraph I.1 (NFS 1852.237-72, *Access to Sensitive Information*) relative to the offeror's understanding and proposed methodology for implementation of the above contract requirements.

d. Management of Classified Work

The offeror's proposal will be evaluated for a complete and comprehensive response to ensuring compliance with and assurances that all safeguards are in place to protect classified information at the TS/SCI level. The offeror's proposal will be evaluated to determine appropriateness, reasonableness, effectiveness, and efficiency of its plan to provide staff with the required TS/SCI clearance with current completed Program Access Request (PAR) forms and Standard Form 86, Questionnaire for National Security Positions (SF 86) to meet any classified urgent needs that are identified at the task order level and its ability to have these capabilities in place by award of the basic contract.

(2) SpE Task Order 1 - RRSW Facility Operation and Mission Readiness

a. Phase-In Approach

The offeror's rationale and approach to the following will be evaluated to determine reasonableness, effectiveness, and efficiency:

- 1. Approach to ensure continuation of operations during contract turnover, addressing issues typically encountered during the initial and ongoing transition of personnel.
- 2. Approach to ensure safety requirements (including training and operational safety) are met during phase-in.
- 3. Proposed key or other personnel (by title and function) that will participate during the phase-in, their availability during phase-in, and rationale for those proposed.
- 4. Estimate of, and supporting rationale for, the number of incumbent contractor employees expected to be hired.
- B. <u>Technical Understanding/Approach (Subfactor)</u>. Each proposal will be examined to evaluate the offeror's overall understanding of the requirement and technical approach. Restating the SOW will not be interpreted as demonstrating understanding. Stating that the offeror understands and will comply with the requirements described in the SOW is considered an inadequate response, as is paraphrasing. Statements such as "standard procedures will be employed" or "well known techniques will be used" do not indicate a sufficient level of awareness and understanding of the SOW, and will not be considered as an effective response to the solicitation.

(1) SpE Basic SOW

a. Technical Plan

The offeror's approach to and rationale for the following will be evaluated to determine appropriateness, reasonableness, effectiveness, and efficiency of the following:

- 1. Approach to staying abreast of innovative technologies to improve processes, systems, or techniques required in the SOW and adopting them where appropriate.
- 2. Identification of technical risk areas to the successful fulfillment of the requirements and recommend approaches to minimize the likelihood and impact of those risks.
- 3. Identification of critical issues involved in all aspects of project performance including management, systems engineering, research and analysis, design and development, fabrication support, testing, computer modeling, technical writing, facility management and operation, software maintenance and support, computer systems administration and other functions necessary to complete projects.
- 4. Approach to comply with launch and mission support requirements.
- 5. Methods to maintain design configuration management and ability to meet open standards.
- 6. Capability to support system integration activities, to include payload to bus integration.
- 7. Process for providing training for mission operators for exercises, rehearsals and actual mission support.
- 8. Plan to adopt externally developed RRSW processes (such as those developed by the SpS contractors) and develop new processes to meet mission requirements for an affordable, resilient ORS Response Capability.
- 9. Approach to the operation and maintenance (O&M) of facilities used for spacecraft assembly, integration and testing.

(2) SpE Task Order 1 - RRSW Facility Operation and Mission Readiness

a. Technical Plan

The offeror's approach to and rationale for the following will be evaluated to determine appropriateness, reasonableness, effectiveness, efficiency, and innovativeness of the following:

- Description of critical issues related to all aspects of mission execution and describe its approach to addressing them, including areas of mission design, systems engineering, assembly integration and test, launch services, and mission operation.
- 2. Approach to conduct assembly, integration and test of components, subassemblies, systems, to meet and verify mission requirements.
- 3. Identification of technical risk areas to the successful fulfillment of the requirements and recommend approaches to minimize the likelihood and impact of those risks.
- 4. Approach to staying abreast of technologies to improve processes, systems, or techniques required in the SOW and adopting them where appropriate.

5. Plan to use the facility equipment based on the support facility requirements document in section J, paragraph J.1 (b), attachment 9, to include any additional equipment and office space required to operate the facility. Define the facility plan and schedule, operation, safety, and maintenance of the facilities. The proposal should be based on ideas for improving what already is part of RRSW, (automation, and other process improvements, etc.)

C. Small Business Utilization – (Subfactor)

The Government will evaluate the offeror's Small Business Subcontracting and Commitment to the Small Business Program. This applies to all offerors, except that Small Businesses are not required to submit a Small Business Subcontracting Plan.

(1) Small Business Subcontracting

- a. The Small Business Subcontracting Plan will be evaluated in terms of the offeror's proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by small business category) in comparison to the Contracting Officer's assessment of the appropriate subcontracting goals for this procurement. The offeror's Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704, Subcontracting Plan Requirements. The evaluation of the Small Business Subcontracting Plan will be on the basis of total contract value.
- b. Small businesses are not required to submit subcontracting plans. NASA will only evaluate the amount of work proposed to be performed by the small business prime and any small business at the first tier subcontract level. The proposed amount of work to be done by the prime small business and first tier small business subcontractors will be evaluated against the Contracting Officer's assessment of the overall subcontracting goal for this procurement. Individual subcontracting goals by small business categories will not be evaluated for small business primes and its first tier subcontractors.

(2) Commitment to Small Business Program

- a. NASA will evaluate the extent to which any work performed by a small business subcontractor(s) is identified as "high technology."
- NASA also will evaluate the extent of commitment to use the subcontractor(s) (enforceable vs. nonenforceable commitments).
- c. NASA will evaluate the extent to which the identity of the small business subcontractor is specified in the proposal as well as the extent of the commitment to use small businesses. (For small business offerors, NASA will evaluate this only if subcontracting opportunities exist.)
- d. NASA will evaluate the offeror's established or planned procedures and organizational structure for small business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and small business identification, and relevant purchasing procedures. (For large businesses offerors, this information should conform to its submitted Small Business Subcontracting Plan. For small business offerors, NASA will evaluate this only if subcontracting opportunities exist.)

(b) Past Performance Factor (Volume II)

By acquiring and reviewing information from a variety of sources, the Government will evaluate each offeror's suitability to fulfill the requirements of this contract. The Government will evaluate the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the offeror and major subcontractors, predecessor companies, key personnel who have relevant experience, subcontractors or an organization that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract. Specifically, the Government will evaluate information on past and current performance regarding the areas below.

A. Information Provided by Offerors and Major Subcontractors

The Government will review recent and active contracts, to determine the relevancy of the experience to the work anticipated to be performed under this proposed contract. The past performance of the offeror and major subcontractors will be thoroughly evaluated in the following areas: Relevant Technical Performance and Contract Management. The Government will also evaluate other information submitted by the offeror and major subcontractors as well as information from other sources as described in Section I

(1) Relevant Technical Performance

The Government will review recent and active contracts to determine the relevancy of the experience to the work to be performed under this proposed contract. Also, the Government will review relevant recent and active contracts and assess the quality of the technical work performed under those contracts. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the offeror and major subcontractors. The Government will also consider the offeror's rationale for determining that particular previous work is relevant to this RFP. In evaluating technical performance, consideration will be given to the following:

- a. Technical contract metrics over the course of the contract that have been used to measure overall technical performance; highlighted trends in the contract metrics and discuss specific steps taken to increase contract performance or overcome technical issues.
- b. Problems in meeting technical, operational, or schedule requirements and communication to the customer. The developed and implementation of corrective action plan(s) to mitigate the impact.
- c. Whether task objectives were accomplished in a timely manner, including relevant processes and/or specific examples of independent accomplishment of task requirements recognized as significant by the customer.
- d. Communication and collaboration across multiple requirements. The creation of best practices, lessons learned, its infusion into operations across the contract, and an evaluation of the relevancy of the specific examples to this contract.
- e. Relevancy and impact of the examples for the evaluation and infusion of new technology into operations that resulted in exceeding contract objectives.

(2) Contract Management

The Government will evaluate the offeror's and major subcontractors' recent and current performance in the area of contract management. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the offeror and major subcontractors. The Government will evaluate the following:

Approach used to coordinate prime and subcontractors working across multiple, concurrent, complex, and geographically distributed tasks.

- a. Relevant Management contract metrics over the course of the contract that have been used to measure overall management performance (including subcontracting goals); highlight trends in the contract metrics and specific steps taken to increase contract performance or overcome management issues. Note that trends in contract performance may be either positive or negative, if applicable.
- b. Methods and strategies used to hire qualified personnel in a timely manner. The average time of filing vacant positions, the percent turnover each year of the contract, and handling of any labor-related issues such as the arbitration of grievances by employees.
- c. Changes made to lines of authority and/or key personnel during the contract, rationale for changes, and their impact on contract performance.
- d. Management of technology transfer including export control, Government sensitive, and third party proprietary data issues with specific examples of successful technology transfer, any challenges encountered, and how the challenges were resolved.
- e. Approach used for process management including specific example(s) of process improvements and the resulting performances outcomes.
- f. Corporate or company resources (internal or external) such as services, facilities, equipment, and or staff assistance were utilized to improve contract performance.
- g. Approach used in dealing with changes to requirements, with specific example(s) which highlight the offeror's ability to quickly adapt to changing requirements.
- h. Approach used during phase-in period that ensured efficient continuation of operations. The lessons learned and best practices developed from the contract phase-in efforts.

B. Past Performance Relevant Contracts

The Government will evaluate the chart to determine that the referenced contracts are similar in technical requirements, size and complexity to the work that may result from this solicitation.

C. Past Performance Questionnaires

(To be submitted directly to the Contracting Officer by prime and major subcontractor references.)

The Government will evaluate the questionnaires received to determine the relevancy of the experience to the work anticipated to be performed under this contract.

The Government reserves the right to evaluate past performance information from subcontractors other than major subcontractors that may be deemed critical by the Government, and from organizations that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract.

Past performance may be evaluated based on information obtained through the Past Performance Information Retrieval System (PPIRS) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources.

If an offeror does not have any relevant past performance history as determined herein, it will not be evaluated favorably or unfavorably and will be given a neutral level of assessment.

(c) Cost Factor (Volume III)

The offeror's cost/price proposal will be evaluated, using one or more of the techniques defined in FAR 15.404, in order to determine if it is reasonable and realistic. Offerors should refer to FAR 2.101(b) for a definition of "cost realism" and to FAR 15.404-1(d) for a discussion of "cost realism analysis" and "probable cost". The terms "proposed and probable cost" are exclusive of fee/profit. Any proposed fee/profit amount is not adjusted in the probable cost assessment.

- (1) The Government will determine the probable cost of each offeror's proposal by evaluating the realism of each offeror's proposed costs to ensure the offeror understands the magnitude and complexity of the effort. This will include an evaluation of the extent to which proposed costs indicate a clear understanding of solicitation requirements, and reflect a sound approach to satisfying those requirements. This assessment will consider technical/management risks identified during the evaluation of the proposal and associated costs. Cost information supporting a cost judged to be unrealistic and the technical/management risk associated with the proposal will be quantified by the Government evaluators and included in the assessment for each offeror. Offeror's proposed fee/profit will be used in computing the probable cost plus proposed fee/profit.
- (2) The overall value for selection purposes will be the sum of the cost plus fixed fee proposed for SpE Task Order 1 RRSW Facility Operation and Maintenance.
- (3) The Government will review the option prices in accordance with FAR 52.217-5, Evaluation of Options.
- (4) Evaluation of options shall not obligate the Government to exercise such options.
- (5) If the SEB determines that a proposal does not adequately demonstrate that the offeror will be able to perform the work, including the appropriateness of the offeror's proposed resources, the SEB may determine this to be a Mission Suitability weakness, adversely affecting the offeror's Mission Suitability scores as well as require an adjustment for probable cost. A lack of resource realism may generate a Mission Suitability weakness and adversely affect the offeror's Mission Suitability score.

Space Solutions (SpS)

(a) Mission Suitability Factor (Volume I)

The Government will evaluate the offeror's Mission Suitability proposal based on the offeror's ability to fulfill the contract management and technical requirements, while meeting quality, schedule, and safety requirements. The compatibility between the proposed technical and management approaches and the overall resources proposed to accomplish the work will be an important consideration in the evaluation of this factor. In addition, proposal risk will be evaluated with respect to cost, performance, technical approach, and management approach. Mission Suitability subfactors will be assigned adjectival ratings and be numerically weighted and scored. The overall Mission Suitability Factor will only receive a numerical score. Information submitted in Volume I of the proposal that is not relevant to the Mission Suitability factor will not be evaluated. If the SEB determines that a proposal does not adequately demonstrate the offeror will be able to perform the work with the resources proposed, then the SEB may deem this as a mission suitability weakness as well as require an adjustment for probable cost. This integration between Mission Suitability findings and probable cost adjustments is critical to accomplishing cost realism.

The offerors will be evaluated and scored based on the Mission Suitability subfactors set forth below. (<u>Note</u>: The following outline should not be construed as an indication of the order of importance or relative weighting within individual elements of the Mission Suitability subfactors as there are no discrete point values to any of the elements.).

INDEX OF VOL. I, MISSION SUITABILITY SUBFACTORS	
Subfactor Title	Elements
A. Management Approach	
(1) SpS Basic SOW	Management and Business Approach
	Staffing, Recruitment, Retention, and Training
	Organizational Conflicts of Interest Avoidance Plan
	Management of Classified Work
(2) SpS Task Order 2 - CCSat	Management and Business Approach
B. Technical Understanding/ Approach	
(1) SpS Basic SOW	Technical Plan
(2) SpS Task Order 1 – Tactical Persistence Development	Technical Plan
(3) SpS Task Order 2 - CCSat	Technical Plan
C. Small Business Utilization	

A. Management Approach

This subfactor will be used to evaluate the offeror's overall management and business approach to coordinating, performing, integrating, controlling, and accomplishing the requirements of the basic SpS SOW for the life of the contract. Considerations in this evaluation include:

(1) SpS Basic SOW

a. Management and Business Approach

Under this element, an evaluation of the offeror's overall management and business approaches to coordinate, perform, integrate, control, and accomplish the requirements of the basic SpS SOW throughout the life of the contract.

1. Management Structure and Authorities

The offeror's rationale and approach to the following will be evaluated to determine reasonableness, effectiveness, efficiency, and innovativeness:

- i) Proposed management structure, functions, authority, and reporting system for the work to be performed under the SOW. Proposed structural connections or associations of the entities responsible for this work with any corporate or division organizations, any subcontractors and anticipated SpE and SpS contract awardees. Applicability of the above to the anticipated type of work described in the SOW.
- ii) Process(es) and timeline for managing the contract including contract modifications, task modifications, handling changing environments, and problem resolution techniques.
- iii) Proposed employee performance standards, methods for maintaining performance at those standards and proposed employee performance incentives.
- iv) Proposed sub-contracting and cooperative business arrangements, if any, and its operational and technical benefits to the Government. Proposed approach for managing these arrangements to assure that the Government receives a quality product or service.

- v) Approach to manage Mission Assurance requirements for operational satellites.
- vi) Approach to manage interfaces with identified ground architectures and launch systems.
- vii) Approach to manage the requirements for multi-mission modular buses and multi-mission modular payloads, to include a phased approached as to how it will achieve the objective of an affordable, resilient ORS Response Capability.
- viii) Proposed ideas and actions as to how it can reduce impediments to the rapid assembly, integration, and test (AI&T) processes that need to be developed to support the ORS activities.
- ix) Approach to management of software, hardware, drawings, and data rights software management of externally and internally developed items.

2. Management of Task Orders (TOs)

The offeror's approach to and rationale to the following will be evaluated to determine appropriateness, reasonableness, effectiveness, and efficiency:

- Management and planning process, analysis and risk assessment techniques, and system for development of cost and schedule estimates will be assessed for their simplicity, thoroughness, timeliness, realism and applicability to a wide range of task orders.
- ii) Proposed approach for staffing multiple task requests competing for limited common workforce and skill sets.
- iii) Discussion of issues that may arise during task planning and performance, and effectiveness of the proposed process for informing the task requestor, and proposed approaches to resolution of those issues.
- iv) Process for reporting technical and cost status and issues to the task requestor.
- Proposed approaches to identify task performance problems and implementing corrective actions based upon task performance.
- vi) Identification of cost and schedule risks and the effectiveness of the offeror's proposed plan to manage and report on costs and schedule, and to prevent cost over-runs and schedule slips.

3. Planned Resources

The offeror's rationale and approach will be evaluated to determine reasonableness, effectiveness, and efficiency of the following:

The offeror's description of services, facilities, equipment, and staff assistance, both within and external to the company to augment on-site staffing resources. The offeror's description of the procedures through which the on-site management will access the corporate resources. The Government will evaluate the benefits of the above identified resources (in terms of mission impact, cost savings, technical resources, efficiency improvements, etc.) where appropriate.

b. Staffing, Recruitment, Retention and Training

The offeror's approach to and rationale for the following will be evaluated to determine appropriateness, reasonableness, effectiveness, and efficiency:

- i. Proposed approach to provide the staffing (skill mix) necessary to perform the requirements defined in the SOW to include the rationale, roles and responsibilities for proposed key personnel, along with commitment letters and resumes.
- ii. Recruitment plans, methods, and employee retention plans to include reasonably addressing plans for internal training, mentoring, and career development.
- iii. Proposed approach to manage any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.

c. Organizational Conflicts of Interest Avoidance Plan

The offeror's Organizational Conflict of Interest Avoidance Plan will be evaluated for a complete and comprehensive response to ensuring compliance with and assurances that all safeguards are in place to maintain control, handling and non-disclosure of sensitive data in conformance with contract requirements. Specifically, the plan shall address all the requirements identified in section H, paragraph H.6, ARC 52.209-99 Organizational Conflicts of Interest and Limitation on Future Contracting to include the SpS IDIQ contracts anticipated to be awarded under this RFP (specifically, how OCI issues would be avoided if your company would receive both contract awards) and Section I, paragraph I.1, NFS 1852.237-72, Access to Sensitive Information relative to the offeror's understanding and proposed methodology for implementation of the above contract requirements.

d. Management of Classified Work

The offeror's proposal will be evaluated for a complete and comprehensive response to ensuring compliance with and assurances that all safeguards are in place to protect classified information at the TS/SCI level. The offeror's proposal will be evaluated to determine appropriateness, reasonableness, effectiveness, and efficiency of its plan to provide staff with the required TS/SCI clearance with current completed Program Access Request (PAR) forms and Standard Form 86, Questionnaire for National Security Positions (SF 86) to meet any classified urgent needs that are identified at the task order level. The Government will evaluate contractor's capability to provide facility resources with clearance at the Top Secret level, and ability have all classified requirements in place by award of the basic contract.

(2) SpS Task Order 2 – CCSat

a. Management and Business Approach

Under this element, an evaluation will be conducted to assess the offeror's overall management and business approaches to coordinate, perform, integrate, control, and accomplish the requirements.

1. Management Structure and Authorities

The offeror's rationale and approach to the following will be evaluated to determine reasonableness, effectiveness, and efficiency:

i) Proposed project management organizational structure for the task.

ii) Proposed sub-contracting and cooperative business arrangements, if any, and the demonstrated operational and technical benefits to the Government of any such arrangements. The offeror's effectiveness of the proposed approach for managing these arrangements to assure that the Government obtains a quality product or service.

2. Access to Additional Resources

The offeror's rationale and approach to the following will be evaluated to determine reasonableness, effectiveness, and efficiency of the following:

The offeror's description of services, facilities, equipment, and staff assistance, both within and external to the company, planned to augment on-site staffing resources for this task order. The offeror's description of how these resources would be obtained and the corporate commitment and flexibility to provide these resources will be evaluated.

B. Technical Understanding/Approach - (Subfactor)

Each proposal will be examined to evaluate if the offeror provided a complete, balanced, and consistent, narrative that clearly demonstrates an understanding of all the technical areas of the work including task orders and their interrelationships. The proposed approach to how the broad spectrum of technical areas will be performed in a coherent, integrated manner that will meet each of the requirements contained in this request for proposal. Restating the SOW will not be interpreted as demonstrating understanding. Stating that the offeror understands and will comply with the requirements described in the SOW is considered an inadequate response, as is paraphrasing. Statements such as "standard procedures will be employed" or "well known techniques will be used" do not indicate a sufficient level of awareness and understanding of the SOW, and will not be considered as an effective response to the solicitation.

(1) SpS Basic SOW:

a. Technical Plan

The offeror's rationale and approach to the following will be evaluated to determine reasonableness, effectiveness, efficiency, and innovativeness of the following:

- 1. Approach to staying abreast of innovative technologies to improve processes, systems, or techniques required in the SOW and adopting them where appropriate.
- 2. Identification of technical risk areas to the successful fulfillment of the requirements and recommend approaches to minimize the probability and impact of those risks.
- 3. Includes an understanding of the critical issues involved in all aspects of project performance including management, systems engineering, research and analysis, design and development, fabrication support, testing, computer modeling, technical writing, laboratory/facility management and operation, software maintenance and support, and computer systems administration and other functions necessary to complete projects.
- 4. Proposed approach to improve workflow, increase productivity, enhance communications, improve quality, and reduce costs, including through the exploitation of IT resources. Describe expected advantages to the Government.
- 5. Proposed approach for responding to task requests, planning work, staffing tasks, and accomplishing task requirements and include the approach for identifying, reporting and resolving typical problems that may be encountered in satisfying the requirements of the SOW.
- 6. Proposed plan to comply with bus, payload, and spacecraft modularity and meet open standard architecture goals, to include multi-mission compatibility.

7. Proposed plan to comply with the documented mission specifications, requirements, and will address where it would suggest deviating from the mission specifications.

- 8. Proposed plan to comply with launch and mission support requirements?
- 9. Proposed plan to comply with open non-proprietary information requirements for the Government.
- 10. Proposed plan for software validation and meeting software requirements.
- 11. Ability to utilize current bus and payload technologies, to include modular open system approach (MOSA) designs and approaches.
- 12. Capabilities for designing satellite payloads, highlighting areas of expertise.
- 13. Capabilities in space antenna, RF electronics, processors, and software development for missions similar to those expected for ORS.
- 14. Methods to maintain design configuration management and ability to meet open standards.
- 15. Capabilities for system integration activities, to include payload to bus integration.
- 16. Proposed process providing training for mission operators for exercises, rehearsals and actual mission support.
- 17. Proposed risk management plan and approaches to mitigate risks for key areas of technical development, schedule, and cost.

(2) Task Order 1 - Tactical Persistence Development

a. Technical Plan

The offeror's rationale and approach to the following will be evaluated to determine reasonableness, effectiveness, and efficiency of the following:

- 1. Approach for performing a study that would identify a game changing strategy to meet the mission objectives stated in the task. The offeror's technical approach shall include information concerning: identifying possible new space deployable architectures that includes a description of interfaces with identified ground architectures and launch systems; meeting bus interfaces, meeting launch vehicle interfaces; its inherently capability in designing and developing weather or imaging payloads. The information shall also include a preliminary assessment that includes identification of hardware (in accordance with the TRL identified in section J, paragraph J.1 (b), attachment 8) and identification of components that may be at risk due to maturity level.
- 2. Approach towards obtaining additional information needed for the study citing potential sources and logic for seeking them.
- 3. Identification of technical risks that may affect the successful accomplishment of the requirements and recommend approaches to minimize the likelihood and impact of those risks.
- 4. Proposed approach for how the offeror's resources would be involved in executing the development effort, including management, mission planning, systems engineering, research and analysis, design and development, assembly integration and test, computer modeling, technical writing, software maintenance and support, computer systems administration, safety and mission assurance, and other functions necessary to complete the overall effort.

(3) SpS Task Order 2 - CCSat

This subfactor will be used to evaluate the offeror's technical approach to accomplish the requirements for the CCSat task order.

a. Technical Plan

The offeror's rationale and approach to the following will be evaluated to determine reasonableness, effectiveness, efficiency, and innovativeness of the following:

- Proposed project overview that highlights and describes its technical approach in creating a
 complete and functional space vehicle that will meet the mission objectives. Proposed systems
 for the space vehicle as well as those that comprise the ground segment infrastructure, and
 launch vehicle compatibility and proposed rationale as to why the offeror's approach is the best
 value for the Government.
- 2. Approach to meet the technical requirements for the CC-Sat spacecraft and payload; proposed approach to manage interfaces with identified ground architectures and launch systems; meeting bus interfaces, meeting launch vehicle interfaces; its inherently capability in designing and developing weather or imaging payloads. The offeror's preliminary assessment that includes identification of hardware and components (in accordance with the TRL identified in section J, paragraph J.1(b), attachment 8 that may be at risk due to maturity level.
- 3. Identification of risk aspects to the successful fulfillment of the requirements and describe mitigation approaches to minimize the likelihood and impact(s) of those risks.
- 4. Approach to performing the task order including: project management, systems engineering, research and analysis, design and development, fabrication support, testing, analytical and empirical modeling, technical writing, facility management and operation, software maintenance and support, and computer systems administration and other functions necessary to complete this task order.
- 5. Approach to workflow, communications (technical control, vendors, and Government supplied resources), quality, and costs controls and IT resources. Describe any expected advantages to the Government.
- 6. Approach and facilities/capabilities proposed to be used for: Assembly Integration and Testing; storage and transportation; ground systems development and operations; launch vehicle integration support; launch and post launch support.

C. Small Business Utilization - (Subfactor)

The Government will evaluate the offeror's Small Business Subcontracting and Commitment to the Small Business Program. This applies to all offerors, except that Small Businesses are not required to submit a Small Business Subcontracting Plan.

(1) Small Business Subcontracting

a. The Small Business Subcontracting Plan will be evaluated in terms of the offeror's proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by small business category) in comparison to the Contracting Officer's assessment of the appropriate subcontracting goals for this procurement. The offeror's Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704, Subcontracting Plan Requirements. The evaluation of the Small Business Subcontracting Plan will be on the basis of total contract value.

b. Small businesses are not required to submit subcontracting plans. NASA will only evaluate the amount of work proposed to be performed by the small business prime and any small business at the first tier subcontract level. The proposed amount of work to be done by the prime small business and first tier small business subcontractors will be evaluated against the Contracting Officer's assessment of the overall subcontracting goal for this procurement. Individual subcontracting goals by small business categories will not be evaluated for small business primes and its first tier subcontractors.

(2) Commitment to Small Business Program

- a. NASA will evaluate the extent to which any work performed by a small business subcontractor(s) is identified as "high technology."
- b. NASA also will evaluate the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments).
- c. NASA will evaluate the extent to which the identity of the small business subcontractor is specified in the proposal as well as the extent of the commitment to use small businesses. (For small business offerors, NASA will evaluate this only if subcontracting opportunities exist.)
- d. NASA will evaluate the offeror's established or planned procedures and organizational structure for small business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and small business identification, and relevant purchasing procedures. (For large businesses offerors, this information should conform to its submitted Small Business Subcontracting Plan. For small business offerors, NASA will evaluate this only if subcontracting opportunities exist.).

(b) Past Performance Factor (Volume II)

By acquiring and reviewing information from a variety of sources, the Government will evaluate each offeror's suitability to fulfill the requirements of this contract. The Government will evaluate the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the offeror and major subcontractors, predecessor companies, key personnel who have relevant experience, subcontractors or an organization that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract. Specifically, the Government will evaluate information on past and current performance regarding the areas below.

A. Information Provided by Offerors and Major Subcontractors

The Government will review recent and active contracts, to determine the relevancy of the experience to the work anticipated to be performed under this proposed contract. The past performance of the offeror and major subcontractors will be thoroughly evaluated in the following areas: Relevant Technical Performance and Contract Management. The Government will also evaluate other information submitted by the offeror and major subcontractors as well as information from other sources as described in Section L.

(1) Relevant Technical Performance

The Government will review recent and active contracts to determine the relevancy of the experience to the work to be performed under this proposed contract. Also, the Government will review relevant recent and active contracts and assess the quality of the technical work performed under those contracts. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the offeror and major subcontractors. The Government will also consider the offeror's rationale for determining that particular previous work is relevant to this RFP. In evaluating technical performance, consideration will be given to the following:

a. Technical contract metrics over the course of the contract that have been used to measure overall technical performance; highlighted trends in the contract metrics and discuss specific steps taken to increase contract performance or overcome technical issues.

- b. Problems in meeting technical, operational, or schedule requirements and communication to the customer. The developed and implementation of corrective action plan(s) to mitigate the impact.
- c. Whether task objectives were accomplished in a timely manner, including relevant processes and/or specific examples of independent accomplishment of task requirements recognized as significant by the customer.
- d. Communication and collaboration across multiple requirements. The creation of best practices, lessons learned, its infusion into operations across the contract, and an evaluation of the relevancy of the specific examples to this contract.
- e. Relevancy and impact of the examples for the evaluation and infusion of new technology into operations that resulted in exceeding contract objectives.

(2) Contract Management

The Government will evaluate the offeror's and major subcontractors' recent and current performance in the area of contract management. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the offeror and major subcontractors. The Government will evaluate the following:

- a. Approach used to coordinate prime and subcontractors working across multiple, concurrent, complex, and geographically distributed tasks.
- b. Relevant Management contract metrics over the course of the contract that have been used to measure overall management performance (including subcontracting goals); highlight trends in the contract metrics and specific steps taken to increase contract performance or overcome management issues. Note that trends in contract performance may be either positive or negative, if applicable.
- c. Methods and strategies used to hire qualified personnel in a timely manner. The average time of filing vacant positions, the percent turnover each year of the contract, and handling of any labor-related issues such as the arbitration of grievances by employees.
- d. Changes made to lines of authority and/or key personnel during the contract, rationale for changes, and their impact on contract performance.
- e. Management of technology transfer including export control, Government sensitive, and third party proprietary data issues with specific examples of successful technology transfer, any challenges encountered, and how the challenges were resolved.
- f. Approach used for process management including specific example(s) of process improvements and the resulting performances outcomes.
- g. Corporate or company resources (internal or external) such as services, facilities, equipment, and or staff assistance were utilized to improve contract performance.
- h. Approach used in dealing with changes to requirements, with specific example(s) which highlight the offeror's ability to quickly adapt to changing requirements.

B. Past Performance Relevant Contracts

The Government will evaluate the chart to determine that the referenced contracts are similar in technical requirements, size and complexity to the work that may result from this solicitation.

C. Past Performance Questionnaires

(To be submitted directly to the Contracting Officer)

The Government will evaluate the questionnaires received to determine the relevancy of the experience to the work anticipated to be performed under this contract.

The Government reserves the right to evaluate past performance information from subcontractors other than major subcontractors that may be deemed critical by the Government, and from organizations that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract.

Past performance may be evaluated based on information obtained through the Past Performance Information Retrieval System (PPIRS) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources.

If an offeror does not have any relevant past performance history as determined herein, it will not be evaluated favorably or unfavorably and will be given a neutral level of assessment.

(c) Price Factor (Volume III)

The SpS task orders are firm fixed price acquisitions.

- (1) The Government will conduct price proposal evaluations in accordance with Section 15.4 of the FAR. Particular attention shall be given to FAR 15.404-1(b) entitled Price Analysis. Elements of FAR 15.404-1(b) that shall be considered include comparison of proposed prices received in response to the solicitation and comparison of proposed prices with independent Government cost estimates.
- (2) Price Proposal evaluations shall also include an analysis for unbalanced pricing as referenced in FAR 15.404-1(g). A determination of unbalanced pricing may lead to the rejection of the offeror as permitted in FAR 15.404-1(g) (3).
- (3) Relatively low prices will also be evaluated to determine whether there is a risk of default in the event of award to that offeror. If the Government determines that there is an unreasonably high risk of default, such a determination may serve as the basis for non-selection.
- (4) The Government will consider risks identified in the proposal (offeror's technical approach, resources, schedule, past performance, etc.) and the potential for cost impact.
- (5) The Government will review the option prices in accordance with FAR 52.217-5, Evaluation of Options.
- (6) Evaluation of options shall not obligate the Government to exercise such options.

(End of Provision)

[End of Section]